Fort Myers Beach Town Council

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

AMENDED Agenda **Monday, March 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

VIII. APPROVAL OF MINUTES

A. Management & Planning Session - February 5, 2026

B. Town Council - February 17, 2026

IX. CONSENT AGENDA

A. Resolutions 26-041 through 26-045 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 26-046 through 26-050 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 26-051 through 26-055 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

A. Ordinance 26-06; Purchasing

UPDATED DOCUMENTS

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-06. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for March 16, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING DIVISION 1 PURCHASING OF GOODS AND SERVICES POLICIES AND PROCEDURES OF ARTICLE V FINANCE OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) CLARIFY AND STREAMLINE EXISTING REGULATIONS AND PROCEDURES; 2) INCORPORATE BY REFERENCE STATUTORY MANDATORY TERMS AND CONDITIONS AND STATE AND FEDERAL GRANT REQUIREMENTS; AND 3) IMPLEMENT RECOMMENDATIONS PROVIDED TO THE TOWN BASED ON THE DISASTER READINESS ASSESSMENT PREPARED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Ordinance 26-07; Smoking & Vaping

RESCHEDULED TO M&P ON 3/5/2026

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-07. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for April 6, 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 18-30 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO PROHIBIT SMOKING AND VAPING IN THE TOWN'S PUBLIC PARKS, AND IN COUNTY PARKS AND BEACHES LOCATED IN THE TERRITORIAL BOUNDARIES OF THE TOWN; DEFINING THE TERMS "SMOKE" AND "VAPE;" EXCLUDING FROM REGULATION UNFILTERED CIGARS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

XII. ADMINISTRATIVE AGENDA

A. Special Event: 30th Anniversary Celebration

APPROVAL TO PROHIBIT PARKING ALONG OLD SAN CARLOS BOULEVARD FROM 12:00AM TO 5:00PM ON FRIDAY, MARCH 6, 2026, CLOSURE OF OLD SAN CARLOS BOULEVARD FROM 10:00AM TO 5:00PM FRIDAY, MARCH 6, 2026, AND THE TOWN'S SPECIAL EVENT PERMIT TO CELEBRATE THE TOWN'S 30TH ANNIVERSARY.

B. Resolution 26-059, 2027 Federal Appropriation Request Support

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ENCOURAGING AND PROVIDING COMMUNITY SUPPORT FOR THE TOWN OF FORT MYERS BEACH COMMUNITY PROJECT FUNDING REQUESTS FOR FISCAL YEAR 2027 AND AUTHORIZE THE TOWN MANAGER TO DETERMINE FINAL APPROPRIATION REQUESTS AND SUBMIT IN COORDINATION WITH AND THROUGH THE TOWN'S FEDERAL LOBBYIST; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Ahtna Liquidated Damages Waiver Request

Provide direction to Staff to grant or deny relief from Liquidated and Actual Damages to Ahtna Marine & Construction Company for the Town's Beach Renourishment and Hurricane Recovery Project.

D. Resolution 26-037, Newton Beach Park Ranking and Authorization to Negotiate

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING JR EVANS ENGINEERING, P.A. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND THE SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-25-17-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NEWTON PARK BEACH FACILITY RECONSTRUCTION PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Resolution 26-056; 2525 Estero Parking Lot

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING AND APPROVING THE TOWN MANAGER'S EMERGENCY CONTRACT WITH ICS MATERIALS, INC. RETROACTIVE TO DECEMBER 1, 2025 TO COMPLETE CONSTRUCTION OF A PARKING AREA WITH A PERMITER RETAINING WALL AT 2525 ESTERO BOULEVARD IN THE AMOUNT OF $138,053.13; PROVIDING FOR CONFLICT, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

F. Resolution 26-019; Purchase of 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 26-058; CEC RFQ-24-06 STA #3 - 2026 Beach Monitoring Tasks

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #3 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR PHYSICAL MONITORING OF BEACH PROFILES, PERMIT REQUIRED WINTER SHOREBIRD MONITORING, FUNDING, ADMINISTRATION, AND STAKEHOLDER TASKS, AND POST STORM SURVEYS AND ASSESSMENTS FOR A COST OF $122,800.00; AND PROVIDING AN EFFECTIVE DATE.

XIII. FINAL PUBLIC COMMENT

XIV. TOWN MANAGER'S ITEMS

XV. TOWN ATTORNEY'S ITEMS

XVI. COUNCILMEMBERS ITEMS AND REPORTS

A. Town Advisory Boards

Designation of a Council representative to the Anchorage Advisory Board (AAC) and Cultural & Environmental Learning Center Advisory Board (CELCAB).

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.

Fort Myers Beach Management & Planning Session

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

Minutes **Thursday, February 5, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Donation Policy

Discussion regarding a Town wide donation and naming policy

Town Attorney Nancy Stuparich noted that the town had a donation policy in 2011, which starts on page 5 of the packet. A wish list gift catalog for the town was on page 8, listing the items they were looking for. Donations of $10,000.00 or less were handled by the town manager. Naples' donation and naming policies begin on page 9 and a staff memo regarding naming rights appears on page 20. A resolution to accept a cash donation is on page 22 and an example of another resolution on page 24 for a cash donation with a specific restriction on the use of the funds. The resolution for a naming policy on page 26 was drafted by Town Attorney Stuparich, honoring the tiger that was accidentally killed, but the policy included a provision allowing them to waive it. She suggested using the town's existing donation policy as a starting point.

Council Member Link preferred that a donation not burden the town, such as the canine unit donation in Naples, which required a vehicle. Town Attorney Stuparich pointed out that there was language to that effect in paragraph C on page 6 and paragraph D included questions that could be asked.

Council Member Link asked whether donations could still be anonymous. Town Attorney Stuparich replied that they could if it was under $10,000.00. The gift catalog was discussed and Mayor Allers felt that they did not need it. Town Manager McKannay commented that the Friends of the Mound House

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used the catalog and he would like to continue it.
Council Member King preferred removing restrictions on donations because some people wanted to donate to specific causes.
Town Attorney Stuparich noted the policy had to be transparent to the public and donations could not be given to influence any official action of the town, such as a rezoning case. A donation of $10,000.00 or more could be rejected by the town manager or the town council if it appears to create a conflict of interest. Town Attorney Stuparich indicated she could add an amendment to number 7.
Town Attorney Stuparich recommended a naming policy framework as a starting point. Council Member Link suggested discussing a naming policy if and when it comes up. Town council members agreed. Town Attorney Stuparich will draft a policy to present at a regular meeting.

B. Flood Panels

Discussion regarding Flood Panels

Town Manager McKannay noted that questions about installing flood panels were increasing. FEMA (Federal Emergency Management Agency) does not allow dry flood proofing on residential structures in the V and Coastal A zones. Regarding NFIP risk, allowing unpermitted or non-compliant installations of structures could jeopardize the town's standing in the NFIP, potentially impacting flood insurance. Condominiums are treated as residential buildings under the code. Limited applicability, dry flood proofing may be permitted in certain non-residential situations if engineered and certified but not occupied residential structures. Staff will walk through the council's regulatory framework and practical implications for residents and businesses. Town Manager McKannay would like the discussion to end with agreed-upon public-facing and internal staff guidance regarding flood panels.
Deputy Town Manager Traci Kohler described conversations with FEMA, and they suggested coordinating with the Florida Department of Emergency Management (FDEM). FDEM released guidance on page 7 stating that flood panels attached to the structure were non-compliant because they created an envelope around the structure.
Mayor Allers asked whether flood panels that were permitted had to be removed. John D. thought that five flood panel permits had been issued and that they would be rescinded if they were not already. He indicated that if residents installed flood panels, they would not be compliant with FEMA. They were mitigating against lesser storms, but they were not creating a compliant structure. Residents were just trying to protect their homes. The building code did not specifically address it, but FEMA issued guidance that reached the state, which then released information in the document read by Assistant Town Manager Kohler. The town could not pass new regulations due to SB180.
Pete Haigis, interim building official, indicated that adding flood panels to a compliant structure made it non-compliant because buildings below flood level had to have hydrostatic relief, breakaway walls, or a combination. Storm shutters were allowed, but there had to be an egress. They also had to be

removed when not in use.
Council Member Link asked whether they could provide communications to residents about products that did not protect their homes. Town Manager McKannay agreed and noted that the handout distributed was an initial draft intended for the public.
Council Member King stated that if his condo had dry flood proofed their electrical room, it would not have impeded any building structural issues because it would have helped facilitate the flow of water through the lobby at the ground floor level. He asked why condos were not allowed to install temporary flood barriers, since most of them met the recent FDEM guidelines. Mr. Dolmer replied that condos had to contact the floodplain manager and building official for options. He explained that regulations would be drafted to deal with older structures.

IV. AGENDA MANAGEMENT

A. February 5, 2026
Add a CRA discussion.

V. ADJOURNMENT

Council Member King moved to adjourn.

The meeting was adjourned at 10:18 a.m.

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Fort Myers Beach Town Council

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

Minutes **Tuesday, February 17, 2026** **9:00 AM**

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. APPOINTMENT TO FILL VACANT TOWN COUNCIL SEAT #4 (TERM ENDING NOVEMBER 2026)

Town Attorney Nancy Stuparich noted that a council member had disclosed a conflict of interest in voting on one of the candidates. According to Section 4.13 of the Charter, at least three council members must vote affirmatively except in the case of an emergency.

A. Interview and Appointment of One Applicant to Town Council Seat #4
Town Council members will interview and appoint one of three applicants to the Town Council vacant seat #4

B. Public Comment Related to the Appointment of Town Council Seat #4
Terri Kaine, resident, supported Tom Brady because he was supported by the recent vote and the community knew what they were doing.
Bill Veach, resident, supported Tom Brady because he felt the call to serve the people.
Mark Ludviggsen, resident, supported Tom Brady because the town voted for him earlier.

C. Candidate Interviews

1. James S. Boan

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1. Opening Statement (5 minutes)
2. Town Council Question Period
3. Response/Clarifying Question Period

Jim Boan noted that his application and resume were in the agenda packet. He summarized his experience, education and background. He felt that he was uniquely qualified based on his background.

Council Member Rebecca Link asked what specific factors carry the most weight in evaluating a major redevelopment proposal. How do you prioritize fiscal impact, infrastructure capacity, property rights and community character?

Mr. Boan thought that any proposed project was a balancing act. They are faced with a recently updated comprehensive plan that sets the parameters for the blank canvas they are working with. There were several tools that were aspects of the plan and they all had to be weighed. There were also public comments and the neighbors' viewpoints. What might be right for the south end may not fit the north side. He felt that once SB180 expires, they need to address getting a feasibility study on impact fees.

Council Member King asked whether he anticipated having to recuse himself from any votes in the coming months.

Mr. Boan did not expect to have to recuse himself from any vote.

Vice Mayor Safford asked him to go into detail about how they can develop smaller boutique lots.

Mr. Boan replied that the development agreement process needed to be tweaked to target those lots. Incentives could help move those lots, but market forces could not be controlled.

Mayor Allers asked what the town has done effectively since the hurricane and what improvements would he suggest.

Mr. Boan responded that stabilizing the damage was the first priority, and the town did so adequately but it did not communicate well with the public. He hoped an emergency operations manual was up to date to guide them on what to do. Permitting and inspections could have been handled more effectively with outside vendors and a portal to inform residents. He felt there were many opportunities to improve the beach.

Council Member Link asked how he determined when additional development intensity becomes a long-term risk rather than a benefit.

Mr. Boan noted that infrastructure has always been a problem, with one-way on and one-way off. He hoped there was a plan to stage leaving the island. Water, sewer and traffic also had an impact and had to be evaluated.

Council Member King asked him what it meant to act in a quasi-judicial role.

Mr. Boan explained that the judiciary was a decision-maker, and quasi-judicial meant you were also a fact-finder.

Vice Mayor Safford asked how he felt the town's current budget and reserves were currently and how would he improve the long-term and short-term financial stability.

Mr. Boan said the biggest red flag he saw was the $70 million worth of long-term debt that needs to be addressed. They needed to get the state and FDEM (Florida Department of Emergency Management) to forgive almost $20 million in loans they made to us. The long-term finances need to be reviewed to develop a long-term capital improvement plan and overlay it into the debt service and future needs. Real estate taxes account for almost 39% of the general fund's revenue, which seems high. They should look at other options to reduce reliance on property taxes. He hoped that they would have two years' worth of operating revenue in reserves.

Mayor Allers asked how he would approach his policy decision-making powers to balance economic vitality, environmental stewardship and quality of life for residents as they try to balance recovery, redevelopment and long-term resiliency.

Mr. Boan indicated all three had to be balanced for every decision based on circumstances. He did not think a single approach would work for projects in different areas.

Mayor Allers asked how he would rank economic vitality, environmental stewardship and the quality of life for residents.

Mr. Boan replied that they would be ranked based on a special question or a specific site. They don't rank the same for all development.

2. Thomas Brady

1. Opening Statement (5 minutes)
2. Town Council Question Period
3. Response/Clarifying Question Period

Tom Brady noted that he had conversations with people all over the island and those talks changed some of his views on development, taxes, the school and wave mitigation. He felt the budget and taxes needed to be built and maintain resources and reserves strong enough to carry them through another catastrophic event. He thought code compliance was underfunded regarding abandoned houses, and that traffic needed to be managed with stop lights until pedestrian crossings are debugged. Residents were mostly here for the long term.

He has watched almost all town council and LPA meetings since Ian. He felt the toughest decisions were about budgets, the school, business development, grants, taxes, strategic planning and communications with residents. He commented that the island did not grow through a grand master plan, but piece by piece. The comprehensive plan laid out a plan, but parts of that plan were ignored to set aside to accommodate large development proposals. They needed human-scale development, not massive projects. He was not anti-development.

He wanted to see the school return, adopt AI systems to allow staff to focus on high-level work, overhaul financial reporting, ensure transparency across all levels of government and introduce incentives for businesses. He will always stand up for the residents and is committed to thoughtful growth,

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fiscal responsibility, modernization and representing the people.
Council Member Rebecca Link asked what specific factors carry the most weight in evaluating a major redevelopment proposal. How do you prioritize fiscal impact, infrastructure capacity, property rights and community character?
Mr. Brady would prioritize community character and adherence to the comprehensive plan first. The other items affected his decision too, but you had to walk into the projects with an open mind, ask questions and listen to the residents.
Council Member King asked whether he anticipated having to recuse himself from any votes in the coming months.
Mr. Brady did not think he would have to recuse himself from any vote.
Vice Mayor Safford asked him to go into detail about how they can develop smaller boutique lots.
Mr. Brady would provide incentives. Community redevelopment is a way to use future tax revenue to fund those projects. He felt they should continue negotiating with property owners to rent out their properties. He also felt that new businesses helped attract other businesses. He would like to entice businesses with CRA or other incentives to help them redevelop.
Mayor Allers asked what the town has done effectively since the hurricane and what improvements would he suggest.
Mr. Brady thought the town did a fantastic job of recovering from the hurricane. Improvements would be to get small businesses on the island, solve the traffic problem, and get metadata to determine where people were coming from. He was concerned about code compliance and short-term rentals. He thought code compliance should focus on the small problems, like broken glass and uncut lawns. He wanted to see their budget increased to address the problems. He would increase reserves for the LCSO.
Council Member Link asked how he determined when additional development intensity becomes a long-term risk rather than a benefit.
Mr. Brady replied that any additional intensity was a long-term risk because they were governed by the traffic problem that constrained how many people the island could hold. He did not think a ferry service would run after all.
Council Member King asked him what it meant to act in a quasi-judicial role.
Mr. Brady replied that a subset of rules applied to quasi-judicial hearings.
Council members should base their decisions on the facts presented during the hearing.
Vice Mayor Safford asked how he felt the town's current budget and reserves were currently and how would he improve the long-term and short-term financial stability.
Mr. Brady replied that the reserves worried him because the town could not be self-insured, but they also needed a cash flow or matching funds to get over the hump with weather events. He supported boosting the reserves. He did not know which budget levers to pull to get more money because he was not used to government accounting.
Mayor Allers asked how he would approach his policy decision-making

powers to balance economic vitality, environmental stewardship and quality of life for residents as they try to balance recovery, redevelopment and long-term resiliency.
Mr. Brady said that was the magic sauce and it took a critical thinking mind. You had to have an open mind and listen to the people, the builders and the town staff to determine what made sense.
Council Member King asked for clarification on the contradictions. He talked about listening to constituents and doing what they asked, but during the budget process, a large majority opposed any tax increase. He also said he would not support what the neighbors wanted if it were in their area.
Mr. Brady did not understand the question and did not answer it.
Council Member King asked about Protect FMB and noted they were engaged in legal action against the town. He asked how it was not a conflict for a possible London Bay vote.
Mr. Brady stated that Protect FMB was a nonprofit organization that served to protect the interests of residents. They asked for judicial review, not a lawsuit against the town.
Mayor Allers asked how he would rank economic vitality, environmental stewardship and the quality of life for residents.
Mr. Brady responded that residents are first, the environment second and financial third.

3. John McLean

1. Opening Statement (5 minutes)
2. Town Council Question Period
3. Response/Clarifying Question Period

John McLean became a full-time resident in 2019 and witnessed the island's challenges and resilience. The devastation of Hurricane Ian tested the community, but it also revealed its strength and resilience.
He has dedicated himself to understanding the issues facing the town, participating in its recovery and contributing to a future that honors its history while preparing for long-term sustainability. He was inspired by businesses coming back, bringing renewed energy to the island. After Hurricane Ian, he attended town council meetings and LPA meetings to understand and contribute to recovery efforts. The consistent engagement has given him a deep understanding of the comprehensive plan, the land development code and the complex policy decisions and questions that influence recovery. He has been involved in several community efforts, such as Let's Go FMB, to ensure that residents' voices were heard during the early stages of rebuilding. His participation in the LPA has strengthened his commitment to supporting responsible redevelopment. He has no commercial development interests beyond owning and operating a single vacation home rental.
Mr. McLean summarized his professional experience, which is included in the agenda packet.
He commented that if they stifle redevelopment efforts, they risk stalling the

town's rebirth. His desire to serve on the town council was rooted in the belief that the beach needed leaders who are committed, informed and invested in the well-being of the community. He wanted to contribute to a future where they would build stronger and smarter, protect the environment, support responsible development and preserve the unique character and vibe that makes this island so special.

Council Member Rebecca Link asked what specific factors carry the most weight in evaluating a major redevelopment proposal. How do you prioritize fiscal impact, infrastructure capacity, property rights and community character?

Mr. McLean replied that property rights were extremely important and the bedrock of residents' investment in the island. When he looks at projects, he researches them to be prepared and informed. He likes a variety of inputs and different perspectives. He tries to balance them between what is acceptable and allowable and what the process enables them to do. They need to be consistent with the comprehensive plan and land development code, and compatible with the island.

Council Member King asked whether he anticipated having to recuse himself from any votes in the coming months.

Mr. McLean replied none.

Vice Mayor Safford asked him to go into detail about how they can develop smaller boutique lots.

Mr. McLean responded that it was a challenge, but he thought creating incentives could help. He was willing to step outside the envelope to help businesses come back and flourish. He thought they could be more proactive in developing smartly and encourage investment. He noted that it was due to financing and regulatory issues, and they needed to look at other mechanisms.

Mayor Allers asked what the town has done effectively since the hurricane and what improvements would he suggest.

Mr. McLean thought the town was operating more professionally and had evolved. The town managers were a layer of professionalism, and he felt they demonstrated resilience and growth in the way the town is operating. He felt they could use technology much more than they were to modernize the town. He commented that customer service for the residents was a priority. He also felt that they could do better with commercial development.

Council Member Link asked how he determined when additional development intensity becomes a long-term risk rather than a benefit.

Mr. McLean thought that was the biggest question or vote he wrestled with. Projects that increase density have been the hardest to approve. Density was not only about traffic; it was also about the infrastructure supporting the island. He understood that most people were concerned about height, but he personally believed that density was a greater threat.

Council Member King asked him what it meant to act in a quasi-judicial role.

Mr. McLean replied that meeting with developers and residents helped him understand different viewpoints. Quasi-judicial means they can consider only

what was said on the record at a public meeting. If they discuss anything outside a public meeting with a developer, a resident, or anyone else, they must disclose it at the hearing.

Vice Mayor Safford asked how he felt the town's current budget and reserves were currently and how would he improve the long-term and short-term financial stability.

Mr. McLean was disappointed that they did not contribute more to the reserves. He felt they had more transparency with the finances than they did before Ian. They have seen the challenges and it was important to have what it takes to weather another storm.

Mayor Allers asked how he would approach his policy decision-making powers to balance economic vitality, environmental stewardship and quality of life for residents as they try to balance recovery, redevelopment and long-term resiliency.

Mr. McLean responded that all three were of the utmost importance. They needed a vibrant community and the environment was extremely important. It is not only the basis of their way of life but the lifeblood of their economy as well as their quality of life. He believed that a vibrant, growing community required investment.

Mayor Allers asked how he would rank economic vitality, environmental stewardship and the quality of life for residents.

Mr. McLean responded environment first, quality of life second and economic viability third. It was not their job to make projects profitable, but it was their job to ensure that they had an environment where people felt comfortable investing in their future.

D. Town Council Deliberation and Announcement of Vote

Mayor Allers asked whether anyone had any discussion. Mayor Allers, Vice Mayor Safford and Council Member Link thanked the candidates for applying for the position.

Council Member King had a conflict because Mr. Veach proposed dropping his appeal of the recall in exchange for a vote for Tom Brady. It also created a conflict because of the potential financial gain. It would also keep him in the seat, which was another gain and a source of conflict.

Mayor Allers voted for Jim Bowen, Vice Mayor Safford voted for John McLean, Council Member King voted for John McLean and Council Member Link voted for John McLean. All members verified their vote. Council Member Link revealed that she voted for Tom Brady.

After a short break, another vote was taken since there were not three votes for any candidate.

Council Member King voted for John McLean, Vice Mayor Safford voted for John McLean, Mayor Allers voted for John McLean and Council Member Link voted for Tom Brady. All members verified their votes.

Mayor Allers moved to formally appoint John McLean to seat number four, filling the vacated seat left by Jim Atterholt, seconded by Vice Mayor Safford. The motion carried unanimously by roll call vote.

V. OATH OF OFFICE

A. Oath of Office

Administration of Oath of Office to Appointee for Town Council Seat #4

Town Clerk Baker administered the oath of office to John McLean.

VI. RECESS (15 MINUTES)

VII. APPROVAL OF FINAL AGENDA

The applicant for Item A. under Public Hearing is not present, so the hearing will be opened and closed to a date certain. The town council consented to direct staff to publish the LPA vacancy.

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

VIII. PUBLIC COMMENT

Mark Ludviggsen, resident, had a hard time understanding the building policies. One issue is a silt fence that has not been put up on a new build by a neighbor. He asked whether they would be fined $250.00 per day. He mentioned an issue with his roof, but he did not have a permit because there was no building department at the time. He ended up paying double for the permit.
Robin Gornto, resident, was concerned about the proposal to build a huge deck at 173 Gulf Island. She did not think it was appropriate for the neighbor because it was a rental.

IX. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member King congratulated Point Estero Beach Resort on their renovations and for letting the town council be a part of their opening.
Vice Mayor Safford recognized the town staff for the transparent process and for addressing issues. He received a lot of great comments about the town staff.
Council Member Link thanked the town staff for the process of filling the seat. They did a great job.
Council Member McLean recognized all the events on the beach over the weekend.
Mayor Allers recognized Point Ester Beach Resort and he thanked the staff for their help. He apologized for making permitting comments to staff and clarified that it was not about them, but everything in general.

X. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

MERTF (Marine & Environmental Task Force) Chair Dave Nusbaum reported that Kathy Turner from the Garden Club and FWC (Florida Fish & Wildlife Conservation Commission) personnel received MERTF awards in February. Dr. Davies presented a discussion about the improved resiliency of dune restoration. Rebecca Schneider from FWC gave a presentation on the 2025 shorebird nesting season. The herbicide was successful in killing the sand spurs without harming

the shorebirds. MERTF agreed with FWC about expanding the area.

XI. APPROVAL OF MINUTES

A. Town Council - February 2, 2026

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

The motion carried unanimously.

XII. CONSENT AGENDA

No agenda.

XIII. ITEMS REMOVED FROM CONSENT AGENDA

XIV. 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. Resolution 26-020, VAR20250220- 173 Gulf Island Drive

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE 20250220, REQUESTING A VARIANCE FROM SECTION 34-638(d)(6)b.3 OF THE LAND DEVELOPMENT CODE TO REDUCE THE REQUIRED 20-FOOT SIDE STREET SETBACK BY 11.9 FEET TO ALLOW A 232-SQUARE-FOOT DECK FOR THE EXISTING SINGLE-FAMILY RESIDENCE IN THE RS ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 173 GULF ISLAND DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0050C.0120 IN FORT MYERS BEACH; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Ex parte communications: Council Member King received an email against it, Vice Mayor Safford might have received an email a few weeks ago, Council Member Link received an email against it and drove by the property and Mayor Allers received an email against it. No disclosure from Council Member McLean.

Town Attorney Stuparich required that the prior comments under public comments be incorporated into the record.

Council Member King moved to incorporate the comments under public comments into the record, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

Public comment:

Anita Turner, resident, opposed the deck because they had a nice deck by the bay and that should be enough. They wanted to keep the neighborhood quiet.

Susan Crawford, resident, felt the deck would be disastrous because it would be eight feet from the road. It was a rental and it would accommodate a lot of people. The whole character of the older neighborhood will change and become crowded. The neighbors did not want it.
Public comment closed.

Council Member King moved to continue the resolution to a date certain of March 16, 2026, at 9:00 a.m., seconded by Council Member McLean.
The motion carried unanimously by roll call vote.

B. Resolution 26-015, SEZ20250271, 166/168 Coconut Drive

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/DENYING SPECIAL EXCEPTION SEZ20250271, A REQUEST TO INCREASE THE NUMBER OF BEDROOMS IN A TWO-FAMILY RESIDENCE WHILE UTILIZING THE POST-DISASTER BUILDBACK CODE OF THE LDC SECTION 34-3238(2)(E)(4)(A), FOR THE PROPERTY LOCATED AT 166/168 COCONUT DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0070A.0160 IN FORT MYERS BEACH; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the Resolution. Ex parte communications: Council Member Link drove by, Vice Mayor Safford is familiar with the property and one neighbor voiced their concern. No disclosures from other members.
The applicant was not present at the meeting.
No public comment.

Council Member King moved to continue the resolution to a date certain of March 16, 2026, at 9:00 a.m., seconded by Council Member McLean.
The motion carried unanimously by roll call vote.

C. Ordinance 25-20; CPD2025-0203, 175 Sterling Ave. (FMB Woman's Club)

This quasi-judicial agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 25-20.

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 WOMAN'S CLUB; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Ex parte communications: Council Member McLean had a meeting with representatives from Studio A

while he was a member of the LPA, Vice Mayor Safford thought he had one meal about the size of the parking lot and some private conversations with neighbors, Council Member King received an email against the project and had a conversation with Mr. Vanasse and Mayor Allers received an email against it, conversations with his wife, who is on the board and he has been to the site many times. No disclosures from Council Member Link.
The applicant confirmed receipt of the backup materials.
Community Development Senior Planner Jason Smalley reviewed the background of the request as stated on the blue sheet. He noted that the applicant brought back an updated site plan for an expanded on-premises consumption (COP). The use will include temporary use in the parking area. The COP is also being extended to the grass areas, to the building and the elevated deck on the building. He pointed out that the architectural package included what would be built.
James Ink, representative, distributed copies of the new master concept plans, which included the expanded COP.
Regarding whether the town could add a condition of approval that would limit the sale of the property to a nonprofit organization, Mr. Ink discovered that there were many types of nonprofits. He noted that the nonprofit had to meet IRS qualifications. Adding something that was not really defined became a private property issue that could have serious unintended consequences.
Public comment:
Ron Benak, a resident, noted that the sign at the Woman's Club said this meeting was supposed to be yesterday. Town Clerk Baker confirmed that the date was advertised correctly. Mr. Benak sent a letter supporting the Woman's Club, but he was concerned about the shift from institutional to commercial. He did not want a commercial venue across the street from him. He wanted to make sure that if they sold it, the property would revert to institutional.
Patrick Vanasse, resident, supported the Woman's Club. He explained that the CPD contained a list of uses, and if sold, a new owner could build a private club. He proposed defining the uses rather than limiting the sale to nonprofits only.
Public comment closed.
Mr. Ink clarified that the date on the sign was Monday, February 16, 2026, and the sign was put up on the LPA hearing date. In his opinion, they met the criteria for advertising. Mayor Allers wanted to avoid a challenge due to a sign. Town Attorney Stuparich preferred not to have to defend a frivolous claim. All council members and the applicant agreed to continue the hearing.

Council Member King moved to continue the hearing to March 16, 2026, seconded by Vice Mayor Safford.
The motion carried unanimously by roll call vote.

D. Ordinance 26-01; Town Council Compensation Salary Waiver Clarification
This legislative agenda item is a Second Reading and Final Public

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Hearing on proposed Ordinance 26-01.

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 reviewed the proposed changes on page 179 of the packet.
No public comment.

Council Member King moved to approve the ordinance, seconded by Council Member Link.
The motion carried unanimously by roll call vote.

XV. ADMINISTRATIVE AGENDA

A. Resolution 26-040, 2026 TDC Grant Applications Authorization

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR GRANT FUNDING THROUGH THE LEE COUNTY'S VISITOR AND CONVENTION BUREAU'S TOURIST DEVELOPMENT COUNCIL FOR BEACH AND SHORELINE FUNDING IN THE AMOUNTS OF $1,151,416 FOR BEACH AND SHORELINE MAINTENANCE, $26,267.00 FOR AN ACCESSIBILITY CAPITAL PROJECT AT ALBATROSS STREET, AND $150,000 FOR A CAPITAL PROJECT TO REPAIR THREE KAYAK LAUNCHES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Community Services Director Jeff Hauge indicated that a description of the projects is in the agenda packet. Mayor Allers suggested that staff challenge the TDC (Tourist Development Council) to fund more items.

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

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The motion carried unanimously by roll call vote.

B. Resolution 26-039; Authorizing Contract with Mauldin and Jenkins for Auditing Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING THE TOWN MANAGER TO EXECUTE A THREE-YEAR CONTRACT WITH MAULDIN AND JENKINS FOR FINANCIAL AUDITING SERVICES IN THE AMOUNTS OF $59,300 FOR THE FIRST YEAR, $60,950 FOR THE SECOND YEAR AND $62,600 FOR THE THIRD YEAR, PLUS $5,500 FOR EACH ADDITIONAL MAJOR PROGRAM TO BE AUDITED; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AUDIT AND EXAMINATION ENGAGEMENT LETTERS FOR FISCAL YEAR 2025 ATTACHED TO THE CONTRACT AS EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Finance Director Joe Onzick reviewed the title. He confirmed that there was a larger audit that encompassed all the financial statements.

Vice Mayor Safford moved to approve the resolution, seconded by Council Member King.
The motion carried unanimously by roll call vote.

C. Resolution 26-018, Tidal Basin First Amendment for 1-Year Renewal

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO EXTEND THE TERM OF THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES TO FEBRUARY 23, 2027 BY THE EXERCISE OF THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS; INCORPORATING THE TOWN'S UPDATED STANDARD CONTRACT ADDENDUM PROVISIONS INTO THE AGREEMENT; INCREASING THE TOTAL NOT TO EXCEED BY $700,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Director Onzick indicated that the contract was set to expire. They were asking for $700,000.00 in case of another storm and any expenses incurred are reimbursable by FEMA. All updated reports will be continued.

Mayor Allers moved to approve the resolution, seconded by Council Member King.
Jeremy Speaks and Mark Boone from Tidal Basin thanked the town council for allowing them to help in recovery efforts. Mr. Boone commended the staff for their hard work in serving the community.
The motion carried unanimously by roll call vote.

D. Special Event: 4th Annual Red Grouper Bash

Off Duty Fishing Series is requesting to hold the 4th Annual Red Grouper Bash.

The event will be held February 27-28, 2026, at Moss Marine.
Council Member McLean moved to approve the special event permit, seconded by Vice Mayor Safford.
The motion carried unanimously by roll call vote.

E. Special Event: St. Patrick's Day Parade

The Fort Myers Beach Woman's Club is requesting to hold a St. Patrick's Day Parade, contingent on approval from FMB Fire and LCSO including a request for Estero Blvd to be shut down from 7:30 am until 11:30 am during the parade, and to waive the noise and open container ordinances.

Deb Nelson from the Woman's Club clarified that the request to shut down Estero should be 8:30 a.m., not 7:30.
Council Member King moved to approve the special event permit, seconded by Mayor Allers.
The motion carried unanimously by roll call vote.

XVI. FINAL PUBLIC COMMENT

Tim Shadle said that Estero Blvd. was not constructed correctly and he warned the county on many occasions. He suggested that they change some of the engineering for the upcoming project.

XVII. TOWN MANAGER'S ITEMS

Town Manager McKannay and Deputy Mayor Kohler attended a school board meeting and were briefed on the Castaldi report recommending demolition of the school. The Deputy Superintendent and Superintendent did not recommend demolishing the school. Town Manager McKannay asked that the school district turn the property over to Fort Myers Beach for $9 million from its disaster relief funding. He informed them that the town wished to keep the school. He has not received a response.
He thanked What's Up FMB for their $25,000.00 donation to the July 4th fireworks. All council members consented to accept the donation.
Shorebird nesting season started a couple of days ago. The speed limit for those who are authorized to drive on the beach is under six miles per hour. He emphasized that dogs must be on a leash.
He congratulated Shelby Arment, who is SHERM (Society for Human Resource Management) licensed.

XVIII. TOWN ATTORNEY'S ITEMS

No items.

XIX. COUNCILMEMBERS ITEMS AND REPORTS

Council Member King said it was interesting to hear that basically the recall was about Seagate. He urged Mr. Veach to drop his appeal and save the town some money.
Vice Mayor Safford congratulated Council Member McLean and wished everyone

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a happy Mardi Gras.
Council Member McLean looked forward to working with the staff and council.

XX. ADJOURNMENT

Council Member King moved to adjourn. The meeting was adjourned at 12:46 p.m.

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FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
KING JOHN RAYMOND	TOWN COUNCIL FORT MYERS BEACH
MAILING ADDRESS 8402 ESTERO BLVD APT 202	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY FORT MYERS BEACH COUNTY LEE	NAME OF POLITICAL SUBDIVISION: FORT MYERS BEACH
DATE ON WHICH VOTE OCCURRED 2/17/26	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, John Raymond King, hereby disclose that on 2/17, 20 22:

(a) A measure came or will come before my agency which (check one or more)

X inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2/17/26
Date Filed

John Raymond King
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, 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.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-330**

1. **Request**:

Meeting Date: March 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. 26-041, Extension of Local Emergency - Debby 03.03.26 - 03.09.26
2. 26-042, Extension of Local Emergency - Debby 03.10.26 - 03.16.26
3. 26-043, Extension of Local Emergency - Debby 03.17.26 - 03.23.26
4. 26-044, Extension of Local Emergency - Debby 03.24.26 - 03.30.26
5. 26-045, Extension of Local Emergency - Debby 03.31.26 - 04.06.26

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 - 2/18/2026
Amy Baker, Town Clerk	Approved - 2/23/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/25/2026

RESOLUTION NUMBER 26-041

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-042

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-043

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-044

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-045

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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: **2026-331**

1. **Request:**

Meeting Date: March 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. 26-046, Extension of Local Emergency - Helene 03.03.26 - 03.09.26
2. 26-047, Extension of Local Emergency - Helene 03.10.26 - 03.16.26
3. 26-048, Extension of Local Emergency - Helene 03.17.26 - 03.23.26
4. 26-049, Extension of Local Emergency - Helene 03.24.26 - 03.30.26
5. 26-050, Extension of Local Emergency - Helene 03.31.26 - 04.06.26

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 - 2/18/2026
Amy Baker, Town Clerk	Approved - 2/23/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026

Amy Baker, Town Clerk
William McKannay, Town Manager

Approved - 2/25/2026
Final Approval - 2/25/2026

RESOLUTION NUMBER 26-046

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-047

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;
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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.

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:

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

ADOPTED this ___ day of March 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 26-048

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

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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.

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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.

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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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(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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-049

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-050

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.

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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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(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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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: **2026-332**

1. **Request**:

Meeting Date: March 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. 26-051, Extension of Local Emergency - Milton 03.03.26 - 03.09.26
2. 26-052, Extension of Local Emergency - Milton 03.10.26 - 03.16.26
3. 26-053, Extension of Local Emergency - Milton 03.17.26 - 03.23.26
4. 26-054, Extension of Local Emergency - Milton 03.24.26 - 03.30.26
5. 26-055, Extension of Local Emergency - Milton 03.31.26 - 04.06.26

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 - 2/18/2026
Amy Baker, Town Clerk	Approved - 2/23/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/25/2026

RESOLUTION NUMBER 26-051

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.

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(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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-052

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.

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-053

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.

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-054

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.

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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 26-055

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.

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	___
John McLean, Council Member	___

ADOPTED this ___ day of March 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: **2026-280**

1. **Request**:

Meeting Date: March 2, 2026

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-06. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for March 16, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING DIVISION 1 PURCHASING OF GOODS AND SERVICES POLICIES AND PROCEDURES OF ARTICLE V FINANCE OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) CLARIFY AND STREAMLINE EXISTING REGULATIONS AND PROCEDURES; 2) INCORPORATE BY REFERENCE STATUTORY MANDATORY TERMS AND CONDITIONS AND STATE AND FEDERAL GRANT REQUIREMENTS; AND 3) IMPLEMENT RECOMMENDATIONS PROVIDED TO THE TOWN BASED ON THE DISASTER READINESS ASSESSMENT PREPARED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Provides updates to strengthen efficiency and disaster readiness and compliance with requirements mandated by the Federal Emergency Management Agency (FEMA),

What the action accomplishes:

The draft ordinance aims to address clarification of existing procedures, further define procedures for services, incorporate grant and federal funding requirements for applicable purchases, and to implement revisions based on recommendations from the Town's Disaster Readiness Assessment.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
PUBLIC HEARINGS	Ordinance	

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5. **Background**:

The Town's current procurement policies were last updated in 2024 through Ordinance 24-11. The Town has undergone many changes including continuing recovery efforts with Hurricane Ian and staff believe it is in the best interest of the Town and public to update these policies.

Since the 2024 revision, the Town has received feedback from various agencies such as the Florida Division of Emergency Management, on ways that the procurement procedures could be updated to follow ongoing best practices.

Also, as part of the participation in the Florida Division of Emergency Management's F-ROC (Florida Recovery Obligation Calculation) program, the Town received customized abatement recommendations to strengthen our debris and emergency protective measures. This updated policy helps to address these recommendations to increase the Town's preparedness and potential to receive more future funding upfront through a higher score for expenses related to Category A (Debris Removal) and Category B (Emergency Protective Measures).

The draft ordinance aims to address clarification of existing procedures, further define procedures for services, incorporate grant and federal funding requirements for applicable purchases, and to implement revisions based on recommendations from the Town's Disaster

Readiness Assessment.

Attachments:
1. Ord 26-06, Revisions to Purchasing Ordinance
2. Exhibit A to Ordinance 26-06, Procurement Ordinance Updates
3. 26-06, Business Impact Estimate Purchasing Policies
4. 24-11 Purchasing Ordinance Amendments Final - signed
5. TFMB Suggestions on Lost Points

Financial Impact:
N/A

6. **Alternative Action**
Deny the Ordinance and continue with current procedures.

7. **Management Recommendations:**
Approve

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 2/24/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Joe Onzick, Finance Director	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/25/2026
William McKannay, Town Manager	Final Approval - 2/25/2026

ORDINANCE 26-06

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING DIVISION 1 PURCHASING OF GOODS AND SERVICES POLICIES AND PROCEDURES OF ARTICLE V FINANCE OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) CLARIFY AND STREAMLINE EXISTING REGULATIONS AND PROCEDURES; 2) INCORPORATE BY REFERENCE STATUTORY MANDATORY TERMS AND CONDITIONS AND STATE AND FEDERAL GRANT REQUIREMENTS; AND 3) IMPLEMENT RECOMMENDATIONS PROVIDED TO THE TOWN BASED ON THE DISASTER READINESS ASSESSMENT PREPARED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND 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 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, for purposes of greater efficiency and alignment with industry best practices, Town staff have provided amendments to the existing policies and procedures ; and

WHEREAS, the Town continues to apply for and administer projects funded through grants at both the state and federal levels which often require additional requirements; and

WHEREAS, as part of its response to implementation of feedback from the Town's 2026 Disaster Readiness Assessment and improve upon disaster readiness and compliance with requirements mandated by the Federal Emergency Management Agency (FEMA), the town desires to further clarify and emphasize certain existing procurement policies; and

WHEREAS, on March 2, 2026 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to recommendations of staff and the testimony of all interested persons; and

WHEREAS, a Business Impact Estimate was prepared and posted on the City's website on the ___ day of March, 2026, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, an advertisement of the public hearing for adoption of the Ordinance was published in the Fort Myers News-Press on the __ day of March, 2026, which is 10 days prior to the second reading of the proposed Ordinance as required by Section 166.041; and

WHEREAS, on the 16th day of March, 2026, the Town Council held a second reading of the Ordinance; at which time the Town Council gave full and complete consideration to the recommendations of staff, and the testimony of all interested persons; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town's business owners, residents, and visitors to update and amend the Town's procurement ordinances.

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

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

Section 2. The Town Council determines that adoption of the following changes to Division 1 Purchasing of Goods and Services Policies and Procedures of Article V Finance are in the best interests of the health, safety, and welfare of the Town's business owners, residents, and visitors, and shall read as amended in attached Exhibit A.

Section 3. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted Town Code provision or ordinance, this Ordinance shall apply.

Section 4. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

Section 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance 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 Link, Council Member	___
John McLean, Council Member	___

ADOPTED this 16th day of March 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, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this _____ day of _____2026.

DIVISION 1. - PURCHASING OF GOODS AND SERVICES POLICIES AND PROCEDURES

Sec. 2-476. - Purpose.

The purpose of the ordinance codified in this division is to provide for a fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds and to provide procedures and guidelines governing said purchases. The ordinance is intended to supplement the provisions pertaining to procurement of goods and services set forth in Florida Statutes.

Sec. 2-477. - Applicability.

This division applies to all purchases of supplies and services and construction by the Town of Fort Myers Beach as of the effective date. In the event of a conflict between the provisions of this division and any applicable state or federal law or the ~~town~~ Town Charter, the most restrictive provisions will prevail, unless the Town is otherwise pre-empted from regulation.

Sec. 2-478. - Responsibilities for procurement of goods and services.

The Town Manager or designee is authorized to promulgate procedures for the requisition of supplies, goods and services; and, all purchases of goods and services must be processed accordingly. The procedures shall include a requirement for the completion of an analysis of whether it is in the Town's best interest to purchase or lease needed equipment.

For purchases of $500.00 or more, the finance department will certify to the Town Manager or designee that the purchase request has sufficient unencumbered funds to cover the purchase, or a transfer is in process for approval by the T~~t~~own C~~c~~ouncil. The Town Manager or designee shall remain responsible for ensuring that proper purchasing procedures have been followed.

Sec. 2-479. - Definitions.

"Brand name or *equal specification"* means a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the town's requirements, and which provides for the submission of equivalent products.

"Brand name specification" means a specification limited to one or more items by manufacturers' names or catalog numbers.

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, association, or any other legal entity currently licensed to do business in the State of Florida and doing business in the State of Florida.

"Change order" means a written change to a contract after the contract has been awarded.

"Confidential information" means any information that is available to any employee only because of the employee's status as an employee of the town and is not a matter of public knowledge or available to the public on request.

"Construction" means the process of building, altering, repairing, improving, or demolishing any structure or building, or other public improvement of any kind to any structure or building, or other public improvements of any kind to any real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, real property.

"Contract" means all types of town agreements, regardless of what they may be called, for the procurement of supplies, services or construction.

"Equipment" means all property, including but not limited to, town capitalized equipment.

"Firm" or *"vendor"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, association, or any other legal entity, currently licensed to do business in the State of Florida and doing business in the State of Florida.

"Indirect" or *"indirect interest"* means an interest in which legal title is held by another as trustee or other representative capacity, but the equitable or beneficial interest is held by the employee or town official.

"Invitation to bid" (ITB) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting sealed bids.

"Invitation to negotiate" (ITN) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting proposals.

"Material interest" means direct or indirect ownership of more than five percent of the total assets or capital stock of any business or firm.

"Request for proposals" (RFP) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting proposals.

"Request for qualifications" (RFQ) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting statements of qualifications under the Consultants Competitive Negotiations Act or otherwise.

"Responsible offeror" means a person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance of the contract.

"Responsive bidder" means a person or firm who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation to bid.

"Selection advisory committee" means a committee of staff members, town members with expert knowledge and contracted professionals of the town, not in conflict with the commodity being bid, who evaluate professional service contract submittals to the town manager and/or council for approval.

"Sole source" means only one available source for supply, equipment, service or construction items.

"Specification" means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

"Supplies" means property, including but not limited to materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

"Town official" means any town council member, the mayor, or any other person who is elected to fill a position with the Town of Fort Myers Beach.

Sec. 2-480. - Purchasing procedures.

(a) *Competitive sealed bidding (Invitation to Bid "ITB").*

(1) *Applicability.* Except as otherwise authorized herein, all contracts for the purchase of goods or contractual services in excess of $35,000 for state/federal funding and $75,000 for all others within a fiscal year shall be awarded by competitive sealed bid.

~~(2)~~ *Invitation to bid.* For all purchases subject to competitive bidding, the Town Manager or designee, with assistance from the affected departments, will issue an invitation to bid that includes specifications, and all contractual terms and conditions applicable to the anticipated purchase. In the event of any conflict between the invitation to bid and this division, the provisions of this division will prevail.

~~(3)~~ a. *Addendum.* After an invitation to bid is issued and before the bid opening, the affected department may request that the Town Manager or designee issue one or more written addendum for the purpose of clarifying specifications or other matters relating to the bid.

~~(4)~~b. *Public notice.* All invitations to bids must be published at least once in a newspaper of general circulation in the Ttown for a minimum of 30 calendar days preceding the last day set for the opening of bids. The public notice must state the place, date, and time of the bid opening; a general description of the subject matter of the bid; ~~.~~ and where bid forms and specifications may be obtained.

(5) *Bid bond.* The invitation to bids may specify that a form of bid security, as a guarantee that all provisions of the specifications will be met, is required. The bid bond must provide that if the bid is: (a) rejected by the town; or (b) accepted and the bidder executes the contract and furnishes an appropriate bond, then the bid bond is void; otherwise, it remains in full force and effect. As an alternative to a bid bond, the required bid security may be provided in the form of a certified check, a cashier's check, ~~treasurer's check~~ or bank draft of any national or state bank made payable solely to the Town of Fort Myers Beach. No third-party endorsed payments are acceptable for this purpose. If the town permits a bidder to withdraw its bid, no action shall be taken against the bidder or the bid security.

(6) *Bid opening.*

a. Bids will be opened publicly at the time and place designated in the invitation to bid. The amount of each bid, and such other relevant information as the Town Manager or designee deems appropriate, together with the name of each bidder will be recorded and made available for public inspection. ~~(see Exhibit A).~~

~~b. Bid openings must be scheduled a minimum of 30 calendar days after the date that the invitation to bid is advertised.~~

(7) *Bid acceptance.* Bids will be unconditionally accepted without alteration or correction, except as may be authorized in this division. All bids will be deemed to be held open and irrevocable for the time period set forth in the invitation to bid.

(8) *Bid evaluation.* Bids will be evaluated based on a bidder's ability to satisfy the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered as part of the evaluation for the award must be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid must set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation to bid.

(9) *Bid mistakes.* Mistakes discovered before the bids are opened may be modified by the bidder prior to the bid deadline. ~~via written notice from the bidder specifically identifying the modification and the reason the modification is necessary.~~ In lieu of modification, the bidder may also withdraw the bid submittal. ~~The written notice as to modification or withdrawal must be received in the office designated in the invitation to bid prior to the time set for bid opening.~~

(10) *Bid withdrawal.* After bids are opened, corrections or modification to bids are not permitted, but a bidder may be permitted to withdraw an erroneous bid, prior to the bid award by the town, if the following is established to the satisfaction of the town manager. In the Ttown's sole judgment:

a. The bidder acted in good faith in submitting the bid;

b. In preparing the bid there was an error of such magnitude that enforcement of the bid would work severe hardship upon the bidder;

c. The error was not the result of gross negligence or willful inattention on the part of the bidder;

d. The error was discovered and communicated to the town manager or designee within eight business hours of bid opening, along with a written request for permission to withdraw the bid; and

e. The bidder submits documentation acceptable to the town and an explanation of how the bidding error was made.

(11) *Cancellation of invitation to bid.* An invitation to bid may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, with or without cause. Notice of cancellation will be sent to all businesses solicited or submitting bids. The following may beare considered good cause for rejection of all bids:

a. All bids exceed the estimated or budgeted amount.

b. The specifications contain an error which causes confusion and misunderstanding among bidders.

c. The item(s) or services are no longer needed.

d. Lack of adequate competition.

~~e. Notice of cancellation will be sent to all businesses solicited or submitting bids.~~

(12) *Bid award.*

a. All bids will be awarded by town as soon as practical after the bids are opened. Bids shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. The town reserves the right to reject any and all bids and to waive minor irregularities in an otherwise valid bid. A minor irregularity is a variation from the bid invitation that does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by the other bidders, or does not adversely impact the interests of the town.

b. In the event the lowest responsive and responsible bid for a construction project exceeds available funds, as certified by the finance department director, and such bid does not exceed such funds by more than ten percent, the town manager is authorized, when time or economic considerations preclude re-solicitation of work of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment may be obtained only by eliminating independent deductive items specified in the invitation to bid.

(13) *Tie bids.* In the event two or more bids are equal with respect to price, quality and service, preference will be given in the following order (except when federal funding is used):

a. The bidder who has its principal place of business in the Town of Fort Myers Beach, Florida.

b. The bidder who has its principal place of business in Lee County, Florida.

c. The bidder who has its principal place of business in the State of Florida.

(14) *Selection advisory committee.*

a. A selection advisory committee, consisting of a minimum of three members, may be established by the Town Manager for the purpose of evaluating bids submitted to the town and will follow all selection advisory committee procedures as set forth in Section (h). ~~The selection advisory committee may consist of: town department directors or their designees, and in the discretion of the Town Manager or designee, members of the town and Lee County community that are deemed as having special or expert knowledge in the area being solicited.~~

~~b. All members of the selection advisory committee are prohibited from speaking, answering questions or having contact with any potential bidder. During this process the selection advisory committee will operate in a "cone of silence" decorum beginning on the date of the bid posting and ending when council approves the contract.~~

~~c. All meetings of the selection advisory committee will be open to the public and notices containing the date, time, place and purpose of all selection advisory committee meetings~~

~~will be conspicuously posted in Town Hall. All meetings of the selection advisory committee will be recorded and recordings will be available for public inspection.~~

~~d. The selection advisory committee will review the bid and response materials prior to the selection committee meeting. The committee will evaluate each firm's qualifications based on past experience, expressed understanding of the project and proposed method of handling of the project and any other criteria included for evaluation in the invitation to bid. The committee shall perform a cost or price analysis for any bid greater than $250,000.~~

~~e. After evaluation, the committee will formulate a recommendation consisting of a list, in order of preference, of no fewer than three firms deemed to be the most highly responsive and qualified to perform the required services, unless noted above. The town manager, after review, will forward the recommendation to the town council for consideration during a regularly scheduled council meeting.~~

~~f. If no more than two firms submit proposals, the town manager will determine whether to proceed with only two proposals, based on availability of alternatives and qualifications.~~

~~g. In determining whether a firm is responsive and qualified, the committee will consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm. The selection advisory committee may not request, accept, or consider proposals for compensation to be paid under the contract.~~

(15) *Recommendation.*

a. The town council will carefully consider the recommendations of the town manager as well as other responses received, and thereafter authorize the Town Manager or their designee to execute an agreement with the lowest responsive and responsible bidder. ~~and selection advisory committee, review the qualifications of the firms, and vote to accept or reject the ranking of the firms as proposed by the town manager.~~

~~b. After the ranking of the firms has been determined by the town council, the council will direct the town manager or designee to initiate negotiations with the number one ranked firm. The town council may reject the ranking order recommended by the town manager and propose an alternative ranking or require re-solicitation.~~

(16) *Negotiation.*

a. The town manager will negotiate a contract with the most qualified firm for compensation the town manager determines is fair, competitive, reasonable, and for which funds are available. In making such determination, the town manager may conduct a detailed analysis of the cost of the products and/or services required in addition to considering the scope and complexity of the project.

~~b. For any lump-sum or cost-plus-a-fixed-fee contract in excess of $60,000.00, the firm receiving the contract must execute a truth-in-negotiation certificate confirming that wage rates and other unit costs are accurate, complete and correct. The contract must include a provision indicating that the original contract price, and any additions thereto, may be adjusted to exclude increases in the contract price demonstrably related to inaccurate or incomplete billing information, or based upon wage rates and/or unit costs not agreed to as part of the contract.~~

~~c. If the town manager is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm will be formally terminated; and, the town manager will undertake negotiations with the second ranked firm. If the town manager fails to reach an agreement with the second ranked firm, negotiations with the third ranked firm will be undertaken.~~

d. If the town manager is unable to negotiate a satisfactory contract with ~~any of~~ the selected ~~firm~~bidders, the town manager recommend an alternative bidder based on their ~~may select additional firms in the order of their~~ competence and qualification and submit them to town

council for consideration and selection ~~determination and ranking and~~ and thereafter authorize the town manager to initiate ~~continue selection and~~ negotiations as specified in this division until an agreement is reached. ~~or reissue the request for qualifications.~~

(17) *Town council approval.* The town manager will seek town attorney review of the negotiated, partially executed contract prior to ~~forwarding~~ placing the contract ~~on~~onto the T~~t~~own C~~c~~ouncil agenda for approval.

(18) *Exemptions.*

a. The requirement for Competitive Sealed Bidding requirement may be waived as otherwise authorized by this code.

(b) *Small purchases.*

(1) *Applicability.* Any purchase of goods in the amount of $75,000 or less may be made in accordance with the small purchase procedures authorized in this section unless state or federally funded in whole or in part. Contract requirements may not be artificially divided so as to constitute a small purchase under this section. Any purchase in excess of $75,000.00 must be approved by town council. All small purchases shall be accompanied by a quote sheet. ~~(see Exhibit B)~~. Change orders to existing contracts may be made in accordance with the small purchase procedures authorized in this section up to $75,000. Any subsequent changes orders shall require approval by the town council.

(2) *Purchases over $10,000 and not greater than* $75,000. For smaller purchases of $10,000 and over, no less than three written quotations must be obtained, if available (e.g., ~~not~~ a sole source situation or change order). The award will be made by the department director and town manager, with review by the finance department director, to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, must be recorded and maintained in the town's records. For items purchased on an ongoing basis, contracts may not be for a term in excess of two years without obtaining new quotations to determine if the price is still the lowest.

(3) *Purchases over $5,000 and not greater than $10,000.* For purchases greater than $5,000 but less than $10,000, a minimum of three ~~verbal, telephone, facsimile or electronic~~written quotations ~~may~~ must be obtained, ~~if available.~~ The award may be made by the department director, with review by the finance department director, to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained in the town's records.

(4) *Purchases for $5,000 and under.* For purchases of $5,000 and under, one ~~verbal~~ written quotation is required, provided the quotation is fair and reasonable as determined by the department director and documented on the quote sheet.

(5) *Tie bids.* In the event two or more bids are equal with respect to price, quality and service, preference will be given in the following order (unless utilizing state or federal funding):

a. The bidder who has its principal place of business in the Town of Fort Myers Beach, Florida.

b. The bidder who has its principal place of business in Lee County, Florida

c. The bidder who has its principal place of business in the State of Florida.

(c) *Sole source purchases.*

(1) *Basis for sole source purchase.*

a. A contract may be awarded without competition when the town manager with the recommendation of the ~~finance director and~~ department director and procurement manager determines, in writing, after conducting a good faith review of available sources, that there

is only one source for the required supply, equipment, service, or construction item. The requisitioning department must submit to the town manager written justification as to why there is only one source. ~~(see Exhibit C)~~. A notice of sole source must be publicly noticed prior to the issuance of a contract or purchase order.

b. The town manager or designee will conduct negotiations, as appropriate, as to price, delivery, and terms. The contract must be approved by the town manager. A record of sole source contracts must be maintained by the town clerk. Sole source contracts may not be automatically renewed.

c. At the beginning of each fiscal year, the town manager or designee, in conjunction with the department director, will determine whether the item is still only available from a sole source. If additional sources are discovered, then bids or quotations must be obtained before the item is purchased under a new contract.

(2) *Town council approval.* The town manager will submit all sole source purchases of $20,000.00 or more to the town attorney for review and submit the contract to the town council for approval.

(d) *Emergency purchases.*

(1) *Basis for emergency purchase.* Notwithstanding any other provisions of this division, the town manager or designee may make, or authorize others to make, emergency purchases of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances. The director of the affected department will notify the town manager, who will certify the threat to public health, welfare or safety in writing and authorize the purchase of the needed items(s). The director will send a purchase order request to the finance department, together with a written explanation of the basis for the emergency purchase ~~(see Exhibit D)~~. The town manager or designee must approve all emergency requisitions.

(2) *Town council approval.* The town manager will submit any emergency purchase in excess of $75,000.00 to the town attorney for review and submit the contract to the town council for approval, as soon as practicable after the purchase.

(e) *Purchases from other governmental entities.*

(1) *Basis for purchase.* Purchases of goods from the federal government, any state or political subdivision thereof, or any municipality are exempt from the competitive bid requirements of this division. There must be proof of proper procedural documentation to support the other governmental agencies purchasing policy provides for competitive bidding similar to the town's competitive bid process and in cases of piggybacking contracts, certification that the other governmental entity's contract allows for this conduct (see Exhibit E).

(2) *Town council approval.* The town manager will submit any individual purchases in an amount in excess of $75,000.00 to the town attorney for review and submit the contract to the town council for approval.

(f) *Purchases of goods from contracts awarded by other governmental entities by competitive bid (aka: "piggybacking").*

(1) *Basis for purchase.* The purchase of goods under a contract awarded by another governmental entity or cooperative purchasing entity is authorized provided the town manager or designee makes a written determination that time and expense factors make it financially advantageous for the town to do so. In making this determination, the town manager or designee will consider the number of bids so solicited by the other governmental entity or cooperative purchasing entity. There must be proof of proper procedural documentation to support the other entity's purchasing policy and, in cases of piggybacking contracts, certification that the other entity's contract allows for this conduct (see Exhibit E).

(2) *Town council approval.* The town manager will submit any contract(s) awarded by the town based upon another governmental entity's procurement process in an amount in excess of $75,000.00 to the town attorney for review and submit the contract to the town council for approval.

(g) *Cooperative purchasing.*

(1) *Basis for purchase.* The town may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any goods, services or construction with one or more other governmental units or cooperative purchasing entities.

(2) *Town council approval.* Cooperative purchasing agreements must be authorized pursuant to an interlocal agreement with a governmental entity or other agreement approved by town council and executed by all participating governmental units. The town manager will forward the proposed interlocal agreement to the town attorney for review and submit the interlocal agreement to the town council for approval.

(3) The town manager may purchase goods or services through cooperative purchasing in lieu of a competitive bid as provided in this Division.

(h) *Competitive negotiation for professional services.*

(1) *Applicability.* 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 F.S. § 287.055 (the "Consultant's Competitive Negotiation Act" or "CCNA") and within statutory thresholds.

(2) *Request for qualification.* The department director will prepare, with the assistance of the town manager or designee, a request for qualification for the particular project. The request will include:

a. A delineation of the required scope of services. The description must be sufficient to assure that all firms have the same understanding of the requested basic services.

b. A request for specific and general information on how the firm will proceed with the project. Specific instructions on how, when and where the proposal must be submitted.

c. A requirement that the proposal be submitted as a sealed package. The proposer must, if required for the particular solicitation process, submit a project price in a separate sealed envelope, clearly marked as "Project Price". The pricing envelope may not be opened unless the proposer is selected by the town to engage in negotiations.

(3) *Addenda.*

a. After a request for qualifications (RFQ) is issued and before the submission deadline, ~~town manager or designee~~ the contracts manager, with assistance from the affected department, may issue one or more written addendum for the purpose of clarifying specifications or providing further information or other matters relating to the RFQ.

b. Any firm or individual desiring to provide professional services to the town must first be certified by the town as qualified pursuant to the law and the regulations of the town. The town will make a finding that the firms or individuals to be employed are fully qualified to render the required service. The factors to be considered include but are not limited to the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(4) *Public notice and qualification procedures.* The town clerk must publish, in a newspaper of general circulation, as such is defined in the Florida Statutes, a notice on each occasion when professional services are required to be purchased for a project whose projected basic construction cost is estimated by the town to be in excess of statutory thresholds, or for planning or study activities when the fee for professional services is in excess of statutory thresholds, other than as permitted by the CCNA. The notice must include a general description of the project, shall indicate how interested parties may apply for consideration, and the closing date for receipt of proposals, and contain such other information as the town deems pertinent. Publications of statewide and national distribution may be utilized for notices when the magnitude of the project

so merits in the town's discretion. The submission deadline must be a minimum of 30 calendar days after the date the RFQ is first published.

(5) *Selection advisory committee.*

a. A selection advisory committee, consisting of a minimum of three members, ~~may~~ must be established for the purpose of evaluating ~~bids~~ qualifications submitted to the town. The selection advisory committee may consist of: town department directors or their designees and in the discretion of the Town Manager or designee, members of the town and Lee County community that are deemed as having special or expert knowledge in the area being solicited.

b. All members of the selection advisory committee are prohibited from speaking, answering questions or having contact with any potential bidder. During this process the selection advisory committee will operate in a "cone of silence" decorum beginning on the date of the bid posting and ending when council approves the contract.

c. All meetings of the selection advisory committee will be open to the public and notices containing the date, time, place and purpose of all selection advisory committee meetings will be conspicuously posted in Town Hall. All meetings of the selection advisory committee will be recorded, and recordings will be available for public inspection.

d. The selection advisory committee will review the ~~bid~~ solicitation and response materials prior to the selection committee meeting. The committee will evaluate each firm's qualifications based on past experience, expressed understanding of the project and proposed method of handling of the project and any other criteria included for evaluation in the ~~invitation to bid~~solicitation. The committee shall perform a cost or price analysis for any bid greater than $250,000.

e. After evaluation, the committee will conduct discussions with, and may require public presentations by, no fewer that three firms regarding their qualifications, approach to the project, and ability to furnish the required services and formulate a recommendation consisting of a list, in order of preference, of no fewer than three firms deemed to be the most highly responsive and qualified to perform the required services, unless noted above. The town manager, after review, will forward the recommendation to the town council for consideration during a regularly scheduled council meeting.

f. If no more than two firms submit proposals, the town manager will determine whether to proceed with only two proposals, based on availability of alternatives and qualifications.

g. In determining whether a firm is responsive and qualified, the committee will consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm. The selection advisory committee may not request, accept, or consider proposals for compensation to be paid under the contract.

(6) *Recommendation.*

a. The town council will carefully consider the recommendation of the town manager and review the qualifications of the firms and vote to accept, reject, or modify the ranking of the firms by the town manager.

b. After the ranking of the firms has been determined by the town council, the council will direct the town manager or designee to initiate negotiations with the number one ranked firm. The town council may reject the ranking order recommended by the town manager and propose an alternative ranking or require re-solicitation.

(7) *Negotiation.*

a. The town manager will negotiate a contract with the most qualified firm for professional services for compensation the town manager determines is fair, competitive, reasonable,

and for which funds are available. In making such determination, the town manager may conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.

b. For any lump-sum or cost-plus-a-fixed-fee contract in excess of ~~$60,000.00~~the threshold amount established in s. 287.017 for CATEGORY FOUR, the firm receiving the contract must execute a truth-in-negotiation certificate confirming that wage rates and other unit costs are accurate, complete and correct. The contract must include a provision indicating that the original contract price, and any additions thereto, may be adjusted to increases due to inaccurate, or incomplete billing information, or based upon wage rates and/or unit costs not agreed to as part of the contract.

c. If the town manager is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm will be formally terminated and the town manager will undertake negotiations with the second ranked firm. If the town manager fails to reach an agreement with the second ranked firm, negotiations with the third ranked firm will be undertaken.

d. If the town manager is unable to negotiate a satisfactory contract with any of the selected firms, the town manager may select additional firms in the order of their competence and qualification and submit them to council for determination and ranking; and, thereafter continue selection and negotiations as specified in this division until an agreement is reached or reissue the request for qualifications.

(8) *Town council approval.* The town manager will submit the negotiated contract to the town attorney for review and the contract to the town council for approval.

(9) *Prohibition against contingent fees.* Each contract entered into by the town for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered land surveyor or professional engineer as applicable) warrants that he/she has not employed, or retained any company or person, other than a bona fide employee working solely for the architect (or registered land surveyor or professional engineer, as applicable) nor offered any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the town has the right to terminate the agreement without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

(10) *Reuse of existing plans.* There is no public notice requirement or utilization of the selection process for projects in which the town is able to reuse existing plans from a prior project. However, with plans that the town intends to reuse at some future time, the original public notice must contain a statement that the plans are subject to reuse in accordance with F.S. § 287.055(11).

(11) *Exception to CCNA process—Emergencies.* Under emergencies as defined by F.S. § 287.055, as amended, the procedure set forth in the statute must be followed and supersedes anything to the contrary set forth in this subsection (h).

(12) *Exception to CCNA process—Continuing contracts.* In the event that the continuing contract provisions of F.S. § 287.055 apply to acquisition of professional services, the procedure set forth in the statute will be followed and supersedes anything to contrary set forth in this subsection (h).

(i) *Request for proposal.*

(1) *Applicability.* Contracts 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, may be obtained in accordance with this section. At the option of the town manager, said contracts may be negotiated by utilizing the selection advisory committee as specified in subsection (h)(53) above.

(2) *Request for proposal.* The department director will prepare, with the assistance of the contracts manager and town manager or designee, a request for qualification for the particular project. The request shall include:

a. A delineation of the required scope of services. The description must be sufficient to assure that all firms have the same understanding of the requested basic services.

b. A request for specific and general information on how the firm will proceed with the project. Specific instructions on how, when, and where the proposal must be submitted.

c. A requirement that the proposal be submitted as an electronically sealed package. ~~The proposer must, if required for the particular solicitation process, submit a project price in a separate sealed envelope, clearly marked as "Project Price". The pricing envelope may not be opened unless the proposer is selected by the town to engage in negotiations.~~

(3) *Addenda.* After a request for proposals is issued and before the submission deadline, the town manager or designee may issue one or more written addendum for the purpose of clarifying specifications or other matters relating to the RFP~~/RFQ.~~.

(4) *Statement of qualifications.* Persons and firms interested in providing goods and/or services to the town in response to an RFP issued pursuant to this section may submit statements of qualification and expressions of interest in providing such goods and/or services.

(5) *Public notice.* The town will provide reasonable notice of the need for such goods and/or services through a request for proposals (RFP). The RFP must describe the goods and/or services required, list the types of information and data required of each offeror, and state the relative importance of particular specifications or qualifications.

(6) *Selection advisory committee.*

a. A selection advisory committee, consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the town. The selection advisory committee may consist of: town department directors or their designees and in the discretion of the Town Manager or designee, members of the town and Lee County community that are deemed as having special or expert knowledge in the area being solicited.

b. All members of the selection advisory committee are prohibited from speaking, answering questions or having contact with any potential bidder. During this process the selection advisory committee will operate in a "cone of silence" decorum beginning on the date of the bid posting and ending when council approves the contract.

c. All meetings of the selection advisory committee will be open to the public and notices containing the date, time, place and purpose of all selection advisory committee meetings will be conspicuously posted in Town Hall. All meetings of the selection advisory committee will be recorded, and recordings will be available for public inspection.

d. The selection advisory committee will review the bid and response materials prior to the selection committee meeting. The committee will evaluate each firm's qualifications based on past experience, expressed understanding of the project and proposed method of handling of the project and any other criteria included for evaluation in the invitation to bid. The committee shall perform a cost or price analysis for any bid greater than $250,000.

e. After evaluation, the committee will formulate a recommendation consisting of a list, in order of preference, of no fewer than three firms deemed to be the most highly responsive and qualified to perform the required services, unless noted above. The town manager, after review, will forward the recommendation to the town council for consideration during a regularly scheduled council meeting.

f. If no more than two firms submit proposals, the town manager will determine whether to proceed with only two proposals, based on availability of alternatives and qualifications.

g. In determining whether a firm is responsive and qualified, the committee will consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm. The selection advisory committee may not request, accept, or consider proposals for compensation to be paid under the contract.

(7) *Recommendation.*

a. The town council will carefully consider the recommendation of the town manager and review the qualifications of the firms and vote to accept, reject, or modify the ranking of the firms by the town manager.

b. After the ranking of the firms has been determined by the town council, the council will direct the town manager or designee to initiate negotiations with the number one ranked firm. The town council may reject the ranking order recommended by the town manager and propose an alternative ranking or require re-solicitation.

(8) *Negotiation.*

a. The town manager shall negotiate a contract with the most qualified firm for compensation the town manager determines is fair, competitive, reasonable and for which funds are available. In making such determination, the town manager may conduct a detailed analysis of the cost of the services required in addition to considering their scope and complexity.

b. For any lump-sum or cost-plus-a-fixed-fee contract in excess of ~~$60,000.00~~ the threshold amount established in s. 287.017 for CATEGORY FOUR, the firm receiving the contract must execute a truth-in-negotiation certificate confirming that wage rates and other unit costs are accurate, complete and correct. The contract must include a provision indicating that the original contract price and any additions thereto may be adjusted to exclude increases due to inaccurate, incomplete billing information, or based upon wage rates and unit costs not agreed to as part of the contract.

c. If the town manager is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm will be formally terminated and the town manager will undertake negotiations with the second ranked firm. If the town manager fails to reach an agreement with the second ranked firm, negotiations with the third ranked firm will be undertaken.

d. If the town manager is unable to negotiate a satisfactory contract with any of the selected firms, the town manager may select additional firms in the order of their competence and qualification and submit them to council for determination and ranking continue selection and negotiations as specified in this division until an agreement is reached or reissue the request for proposals.

(9) *Discussions.* The town manager or the selection advisory committee may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. These discussions must be conducted at a duly notice meeting and be open to the public.

(10) *Award.*

a. Proposed awards above $75,000.00 must be formally approved by the town council. The award should be made to the offeror determined to be best qualified based on the evaluation factors set forth in the RFP and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

b. Nothing in this division may be construed to prevent the hiring of expert witnesses and other professionals necessary to assist the town manager or town attorney in representing the town, but such hiring may be subject to council approval.

(11) *Town council approval.* The town manager will submit the proposal award of $75,000.00 or more to the town attorney for review and then submit the contract to the town council for approval.

(12) *Cancellation of request for proposals.* A request for proposal, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part with or without cause. The following is considered good cause for rejection of all proposals:

a. All bids exceed the estimated or budgeted amount.

b. The specifications contain an error which causes confusion and misunderstanding among bidders.

c. The items or services are no longer needed.

d. Lack of adequate competition.

e. Notice of cancellation will be sent to all businesses solicited or submitting bids.

Sec. 2-481. - Vendor list.

Vendor list. The finance department does not maintain a "vendor list" of vendors who desire to receive invitations of bids and/or requests for proposals by mail.

Sec. 2-482. - Specifications for all solicitations.

(a) *General.* All specifications must be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the town's needs, and may not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to, those prepared for the town by architects, engineers, designers, and draftsmen.

(b) *Brand name or equal specification.*

(1) *Use.* Brand name or equal specifications may be used when the department director and town manager or designee determines in writing that:

a. No other design or performance specification or qualified products list is available;

b. Title does not permit the preparation of another form of purchase description, not including a brand name specification;

c. The nature of the product or nature of the town's requirements makes use of a brand name or equal specification suitable; or

d. Use of a brand name or equal specification is in the town's best interest.

(2) *Designation of several brand names.* Brand name or equal specifications will seek to designate three, or as many different brands as practicable, as "or equal" references and further state that substantially equivalent products to those designated will be considered for award.

(3) *Required characteristics.* Unless the town manager or designee and the affected department director determine in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications must include a description of the particular design, functional, or performance characteristics which are required.

(4) *Nonrestrictive use of brand name or equal specifications.* When a brand name or equal specification is used in a solicitation, the solicitation should contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

(c) *Brand name specification.* Since use of a brand name specification is restrictive of product competition, it may be used only when the town manager or designee makes a written determination that only the identified brand name items will satisfy the town's needs.

(d) *Competition.* The town manager or designee, in conjunction with the department director, will seek to identify sources from which the designated brand name items can be obtained and solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the purchase will be made in accordance with subsection 2-480(c) (Sole source purchases).

Sec. 2-483. - Performance bond and insurance requirements.

The town manager or designee will determine and may require a public construction bond for all contracts listed in subsection 2-480(c) (Sole source purchases) and may require a performance bond and/or evidence of sufficient insurance for other contracts when necessary to protect the town.

Sec. 2-484. - Construction contracts and supporting documents.

(a) *Construction contracts.* All construction contracts will be reviewed by the town attorney and be executed by the mayor and town clerk and by either the president or vice-president of the contractor. Other signatories may sign on behalf of the contractor provided there is an attached certified copy of a corporation resolution authorizing that person to sign. The corporate seal of the contractor must be affixed to the contract.

(b) *Insurance.* All construction contracts must be accompanied by a certificate of insurance indicating coverage in the amounts required by the bid specifications and name the Town of Fort Myers Beach as an additional insured, not just a certificate of holder.

(c) *Public construction bond.* Any person entering into a contract for the construction of a public building or public work, or for repairs upon a public building or a public work must, before commencing work, execute, deliver to the town, and record in the public records of Lee County, Florida, a public construction bond issued by a surety authorized to do business in the State of Florida.

(1) *Form.* The bond must be in substantially the following form:

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We,_____ , as Principal and_____, a corporation, as Surety, are bound to the Town of Fort Myers Beach, herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract dated_____, between Principal and Owner for construction of_____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and promptly makes payments to all claimants, as defined in F.S. § 255.05(1), supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract: and Pays Moller al losses, damages, expenses, costs and attorney's fees, including appellate proceedings that owner sustains because of default by Principal under the contract; and

Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(2) *Waiver of bond.* Town council may waive the public construction bond requirement for project with a total contract amount of $200,000.00 or less.

(3) *Alternative form of security.*

a. In lieu of a public construction bond, a contractor may file with the town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 652, pt. II.

b. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the public construction bond. The determination of the value of an alternative form of security will be made by the town.

(d) *Change orders.*

(1) No work outside the scope of the original contract may be performed prior to approval of a change order by the town council; provided, however, that town council may delegate this authority, up to a specified amount, for contracts where council approval of all change orders would hinder or delay work progress.

(2) This does not include contingency changes with a contract which fall within the contingency amount of that contract. These are approved by the department director and town manager.

(3) All change orders must be in writing and have the town manager approval.

Sec. 2-485. - Disqualification of vendors and bidders.

(a) *Procedure for disqualification.* After reasonable notice to the person or firm involved and a reasonable opportunity for the person or firm to respond, the town manager is authorized to disqualify that person or firm for cause from consideration for award of contracts. The disqualification may be for a period of not more than four years.

(b) *Grounds for disqualification.* Grounds for disqualification include, but are not limited to:

(1) Conviction for commission of a criminal offense as an incident to obtaining;

(2) Attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(3) Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects the person or firm's ability to perform work for the town;

(4) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(5) Deliberate failure without good cause to perform in accordance with contract specifications or within the time limit provided in a contract;

(6) Financial irresponsibility;

(7) Unethical conduct; disciplinary action against the person or firm's professional or contractors;

(8) License; or

(9) Findings under bid protest that the firm acted fraudulently or in bad faith.

(c) *Notice of decision.* A copy of a decision to disqualify must be mailed to the affected person or firm by certified mail, return receipt requested.

(d) *Appeal.* Any person or firm who is disqualified may appeal the decision to the town council, provided a notice of appeal is filed within 30 calendar days of the date the decision to disqualify is rendered.

Sec. 2-486. - Appeals and remedies.

(a) *Bid protests.*

(1) *Right to protest.* Any person or firm who is affected adversely by the town's decision may protest to the town council.

(2) *Time limits and form of protest.*

a. A protest with respect to an invitation to bids or request for proposals must be submitted in writing to the town clerk prior to the opening of bids or the closing date of proposals.

b. Written notice of intent to a protest a bid be filed with the town clerk within 72 hours (excluding Saturday, Sundays, and legal holidays) after the posting of the bid tabulation or after receipt of the notice of award or notice of intent to award the contract, whichever is later.

c. A formal written protest must be filed within ten calendar days after the filing of the initial written notice of intent to protest. The formal written protest must state with particularity the fact and law upon which the protest is based.

d. Failure to file a notice of intent to protest or failure to file a formal written protest within the time limits proscribed herein will constitute a waiver of the right to protest.

e. The protestor must post a bond, payable to the Town of Fort Myers Beach in an amount equal to five percent of the total bid or $20,000.00, whichever is greater, but not to exceed the value of the bid.

f. The protest bond will be designated and held for payment of any costs that may be levied against the protesting entity by the Town of Fort Myers Beach as a result of a frivolous protest.

(3) *Hearing.*

a. If the subject of a protest is not resolved by mutual agreement within 14 calendar days after receipt of a formal written protest, the matter may, at the option of the town council, be referred to a hearing officer who will conduct a hearing within 15 calendar days of receipt of the referred formal written protest.

b. The hearing officer will render a written recommended order within 30 calendar days after the hearing. The recommended order will be scheduled on the next council agenda for final action.

c. If the council elects, the protest may be heard directly by the town council.

(b) *Stay of action.* Upon receipt of a formal written protest that has been timely filed, the town will stop the bid solicitation process or the contract award process until the subject of the protest is resolved either informally or by town council action, unless the town manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(c) *Appeal of decision.* If a protest is denied, the protestor will have 30 calendar days to file for relief in Circuit Court in Lee County, Florida.

Sec. 2-487. - Remedies for solicitations or awards in violation of law.

(a) *Closing date for receipt of proposals.* If prior to the bid opening or closing date for receipt of proposals, the town manager or designee and the affected department director, after consultation with the town

attorney, determines that a solicitation is in violation of federal, state or municipal law, then the solicitation may be cancelled or revised to comply with applicable law.

(b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the town manager or designee and the affected department director, after consultation with the town attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award will be cancelled.

(c) *After award.* If, after an award the town manager or designee and the affected department director, after consultation with town attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:

(1) If the person or firm awarded the contract has not acted fraudulently or in bad faith;

(2) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the town; or

(3) The contract may be terminated and the person awarded the contract will be compensated for any costs reasonably incurred under the contract, plus a reasonable amount for overhead, prior to the termination; or

(4) If the person or firm awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the town.

Sec. 2-488. - Standard of conduct for town officials and employees.

All town officials and employees shall adhere to the Code of Ethics for Public Officers and Employees, adopted by the Florida Legislature as Part III of Chapter 112, Florida Statutes, as amended from time to time ("Ethics Code"). In the event of a conflict between any term, condition or requirement in this Section and the Ethics Code, the Ethics Code shall be followed.

(a) *Failure to follow proper purchasing procedures.* It is a violation of this division for any employee to order, contract for, or purchase any materials, supplies, or services except in strict compliance with all purchasing procedures as provided herein or as established by the town manager or designee.

(b) *Solicitation or acceptance of gifts.* No town official or employee may solicit or accept anything of value from any vendor or bidder, including gift, loan, reward promise of future employment, favor, or service, based upon any understanding that the actions of said official or employee would be influenced thereby.

(c) *Doing business with the town.*

(1) No employee or public official acting in his/her official capacity may either directly or indirectly purchase, rent, or lease any realty, goods, or services for the town from any business entity or which he/she or his/her spouse or child is an officer, partner, director, or proprietor or in which such official or employee or his/her spouse or child, or any combination of them, has a material interest.

(2) No town official or employee, acting in a private capacity, may rent, lease, or sell any realty, goods, or services to the town.

(d) *Unauthorized compensation.* No town official or employee or his/her spouse or minor child may, at any time, accept any compensation payment, or thing of value when that person knows, or with the exercise of reasonable care, should know, that it was given to influence action in which the official or employee was expected to participate in his/her official capacity.

(e) *Conflicting employment or contractual relationship.* No town official or employee may have or hold any employment or contractual relationship with any business entity that is doing business with the town; provided however, that this section may not be construed to prevent any officer or employee from accepting any other employment or following any pursuit that does not interfere with the full and faithful discharge of the officer or employee's duties in his/her employment with the town.

(f) *Contingent fees.* No town official or employee may be retained, or retain a person, to solicit or secure a town contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

(g) *Confidential information.* No town official or employee may disclose or use any information not available to members of the general public and gained by reason of his/her official position for his/her personal gain or benefit of any other person or business entity.

(h) *Penalties.* Violation of any provision of this section may subject the officer or employee to discipline in the form of one or more of the following:

(1) *In the case of a town official:*

a. Forfeiture of office as provided in the town Charter.

b. Restitution of any pecuniary benefit received because of the violation committed.

(2) *In the case of a town employee:*

a. Dismissal from employment, provided that if the employee is found guilty of willful violation, then dismissal from employment is mandatory.

b. Suspension from employment for not more than 90 days without pay.

c. Demotion.

d. Reduction in salary level.

e. Oral or written reprimands or warnings.

f. Any discipline imposed shall be subject to the town's personnel rules.

(i) *Contracts voidable.* If a violation of any of the prohibitions contained in this section occurs, then the contract involved may, at the option of the town, be declared null and void or voidable.

I have read, understand and acknowledge the Town's purchasing policy and my responsibilities under this policy as a Town Employee. I acknowledge that if I have questions I will contact the Town Manager.

_____	_____
Name	Date

Sec. 2-489. - Cone of silence.

(a) *Purpose and intent.* The requirements of section, "cone of silence", as amended, are applicable to the town. It is the intent of this division to prevent potential bidders, offerors or service providers from communicating with town department heads, their staff, town council or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(1) *Meaning.* "Cone of silence" is defined to mean a prohibition on:

a. Any communication regarding a particular RFP, RFQ or ~~IFB~~ITB between a potential offeror, service provider, bidder, lobbyist, or consultant and the town's professional staff including, but not limited to, the town manager and his or her staff;

b. Any communication regarding a particular RFP, RFQ or ~~IFB~~ITB between the mayor, town council or their respective staffs and any member of the town's professional staff including, but not limited to, the town manager and his or her staff;

c. Any communication regarding a particular RFP, RFQ or ~~IFB~~ITB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

d. Any communication regarding a particular RFP, RFQ or ~~IFB~~ITB between the mayor, town council or their respective staffs and any member of the selection committee or evaluation committee;

e. Any communication regarding a particular RFP, RFQ or ~~IFB~~ITB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, town council and their respective staffs; and

f. The town manager ~~and the chairperson of the selection committee~~ may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the town manager and, provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding changes must be described in writing and filed by the town manager.

(2) *Allowed communications.* Notwithstanding the foregoing, the cone of silence does not apply to:

a. Communications with the town attorney and his or her staff;

b. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the town manager makes a written recommendation;

c. Communications regarding a particular RFP, RFQ or ~~IFB~~ITB between any person and the ~~finance department director~~ town manager or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

d. Communications regarding a particular proposal, quotation or bid between the town manager or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(b) *Procedure.*

(1) A cone of silence will be imposed upon each RFP, RFQ and ~~IFB~~ITB after the advertisement of the RFP, RFQ or ~~IFB~~ITB. At the time of imposition of the cone of silence, the town manager or designee will provide for public notice of the cone of silence. The town manager or designee will issue a written notice thereof to the affected departments, file a copy of such notice with the town clerk, with an email copy thereof to each town council member, and include in any public solicitation for supplies or services a statement disclosing the requirements of this division. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or ~~IFB~~ITB will not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(2) The cone of silence terminates at the time town council votes to award the contract.

(3) If the town manager rejects all bids or proposals submitted in response to an RFP or ~~IFB~~ITB and concurrently requests the re-issuance of an RFP or ~~IFB~~ITB, the rejected bids or proposals will remain under the cone of silence until such time the town manager issues a written recommendation of award or until the town manager withdraws the re-issued RFP or ~~IFB~~ITB.

Sec. 2-490. - ~~Exhibits.~~ Grant, State, and Federal Funding

~~All exhibits referenced in this division including:~~

~~Exhibit A Bid Tally Sheet~~

~~Exhibit B Quote Sheet~~

~~Exhibit C Sole Source Purchase~~

~~Exhibit D Emergency Purchase; and~~

~~Exhibit E Cooperative Purchase Justification,~~

~~are on file with the town.~~

~~Secs. 2-491—2-505. - Reserved.~~ (a) Grants

(1) Expenditures from funds awarded to the Town through a grant or government loan may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain purchasing requirements that are different or additional to the Town's procurement ordinance and they require special purchasing procedures. It is the responsibility of the using Department to identify any special purchasing requirements or provisions, notify the Procurement Management Department of them, and to ensure that all requirements are followed.

(2) For federal and State grant funded projects the Townn shall follow the procurement process required by the funding agency and grant agreement. Unless otherwise specified in the grant, all grant funded purchases shall follow the Town's procurement ordinance.

(3) The provisions of Title 2 of the Code of Federal Regulations (CFR) Part 200 and Chapter 73C-23, Florida Administrative Code (F.A.C.), as amended from time to time, are hereby incorporated herein by reference and shall be applicable to procurements funded pursuant to a grant agreement that is governed by those provisions. When procuring property and services under a Federal award, the Town will follow the procurement standards as outlined in the 2 CFR Part 200.318 through 2 CFR Part 200.327 and its Appendix II provisions, as applicable and unless waived by the awarding agency. Such standards are outlined in Exhibit 1 attached hereto and incorporated herein by reference as Exhibit 1 of this article and are current as the published date listed thereon. Amendments made by the federal government to the regulations and standards of the 2 CFR Part 200.318 through 2 CFR Part 200.327 and its Appendix II provisions shall be automatically incorporated herein.

(4) Purchases utilizing Federal Transit Administration (FTA) and/or other federal funds must comply with all requirements of Title 2 of the Code of Federal Regulations (CFR) and FTA Circular C 4220.1F, as amended from time to time, and the resulting contract shall include all federal contract clauses, as applicable.

(5) As provided by 2 CFR Part 200.320, as amended from time to time, the Town may self-certify on an annual basis a micro-purchasing threshold up to $50,000.00. If the federal government amends the self-certification threshold for micro-purchases for non-federal entities, the threshold listed in this section shall be automatically updated.

(6) Purchasing under federal grants shall be conducted in accordance with the federal regulations mandated by the granting agency as amended from time to time. The Town is hereby given the authority to use the most up to date document. These provisions may include, but are not limited to, the following:

(1) 2 CFR Part 200.

(2) 2 CFR Part 1201.

(3) 23 CFR Part 172.

(4) 23 CFR Part 635.

(5) 24 CFR Part 75 Section 3.

(6) 24 CFR Part 570.

(7) 48 CFR Part 36.

(8) Title 1 of the Housing and Community Development HCD Act.

(9) Section 508 of the Rehabilitation Act.

(10) Brooks Act.

(11) Florida State Statutes, as applicable.

(7) In accordance with 2 CFR § 200.214, the Town will verify the status of prospective vendors to ensure they are not debarred, suspended, or otherwise excluded from participating in Federal transactions. 2 CFR § 180.300 requires non-Federal entities to check the System for Award Management (SAM.gov) before entering into contracts using Federal funds. Additionally, following 2 CFR § 200.318(h) the Town will not contract with or make subawards to parties listed on the government-wide exclusions list.

(b) Federal Procurement Standards Notice

1. The following clauses shall apply to any Purchase Orders/Contracts issued under declaration of emergency and/or where federal funds apply. All clauses shall apply unless stated below, due to threshold.

NOTICE TO CONSULTANT/CONTRACTOR/VENDOR REGARDING FEDERAL FUNDING

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the Town or "pass-through" from another entity, the Town is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, Sections 200.317 through 200.327.

CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the Town under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

(1) 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
(2) 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
(3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law

103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

(4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the Town shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the Town shall consider the complexity of work, the risk to be borne by the CONSULTANT/CONTRACTOR/VENDOR, the CONSULTANTS/CONTRACTORSNENDORS investment, the amount of subcontracting necessary, the quality of the CONSULTANTS/CONTRACTORSNENDORS record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

c. Federal Procurement Standards

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, CONSULTANT/CONTRACTOR/VENDOR agrees as follows:

The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

1.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.1.3. The CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

1.1.4. The CONSULTANT/CONTRACTOR/VENDOR 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 by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.1.5. The CONSULTANT/CONTRACTOR/VENDOR 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.

1.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government 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.

1.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include 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 sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

2.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained

by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

2.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the Town, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

2.6. The Town and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the Town.

3. DHS SEAL, LOGO, AND FLAGS:

3.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval. The CONSULTANT/CONTRACTOR/VENDOR shall include this provision in any subcontracts.

4. LOCAL VENDOR PREFERENCE EXCLUSION:

4.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

5. *COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS:*

5.1. This is an acknowledgment that GRANT AGENCY financial assistance to fund services requested. to fund all or a portion of the contract. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

6.1. The Federal Government is not a party to this solicitation and/or contract and is not subject to any obligations or liabilities to the non- Federal entity,

CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

7. *FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:*

7.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORs actions pertaining to this solicitation and/or contract.

8. SUBCONTRACTS:

8.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORs performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORs.

9. CONFLICT OF INTEREST:

9.1. No employee, officer, or agent may participate in the selection, award, or administration of a

contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, 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 herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORs or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

10.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORs.

10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify.

11. ENERGY POLICY AND CONSERVATION ACT:

11.1. CONSULTANT/CONTRACTOR/VENDOR must follow any 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 (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

12.1. If subcontracts are to be let, the prime CONSULTANT/CONTRACTOR/VENDOR 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.

12.1.1 Place qualified small and minority businesses and women's business enterprises on solicitation lists.

12.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

12.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

12.1.4 Dividing total requirements, when economically feasible, into .§mailer tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

12.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

12.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

13.1. As appropriate and to the greatest extent consistent with law, state and non state entities should the CONSULTANT/CONTRACTOR/VENDOR should, to the greatest extent practicable under its GRANT AGENCY 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. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

13.1.1. 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.

13.1.2. Manufactured products mean 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.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216):

14.1 2 C.F.R. § 200.216 prohibits state and non state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NOAA), Pub. L. No. 115 332 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200,471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services Interim Policy for additional information.

14.1 The CONSULTANT/CONTRACTOR/VENDOR shall comply with 2 C.F.R. § 200.216, Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause-

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONSULTANT/CONTRACTOR/VENDOR and its

sub-
CONSULTANT/CONTRACTOR/VENDOR 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 coveredtelecommunications 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 CONSULTANT/CONTRACTOR/VENDORs 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 CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR is notified of such by a sub-CONSULTANT/CONTRACTOR/VENDOR at any tier or by any other source, the CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR shall insert the substance of this

clause, including this paragraph (e), in all subcontracts and other contractual instruments."

OVER $10K ADD THE FOLLOWING TO THE ABOVE

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE (for projects greater than $10,000):

15.1. The Town, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the Town determines in its sole discretion that it is in the Town's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

15.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Town and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

OVER $25K ADD THE FOLLOWNING TO THE ABOVE

16. CHANGES:

16.1 Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the Town.

17. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS:

17.1. The CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR 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 CONSULTANT/CONTRACTOR/VENDOR 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."

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS:

18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For firm fixed price, lump sum, Time & Material (T&M) and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents a NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Town of Fort Myers Beach for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

19. SUSPENSION AND DEBARMENT (for projects greater than $25,000):

19.1. 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 CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, 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).

19.2. The CONSULTANT/CONTRACTOR/VENDOR 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.

19.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR 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.

19.4. The CONSULTANT/CONTRACTOR/VENDOR 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.

20. RECOVERED MATERIALS (for projects greater than $10,000):

20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material 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.

20.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/ The list of EPA- designate items is available at http://www.epa.gov/cpg/products/htm

20.3. The CONSULTANT/CONTRACTOR/VENDOR also agrees to comply with all other applicable requirements of Section 6002 or Solid Waste Disposal Act.

21. REMEDIES (for projects greater than Simplified Acquisition Threshold - $250,000):

21.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Town may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

21.1.1. Withhold or suspend payment of all or any part of a request for payment.

21.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the Town any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

21.1.3. Exercise any corrective or remedial actions, to include but not be limited to:

21.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;

21.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

21.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or

21.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the Town for the amount of costs incurred for any items determined to be ineligible.

22. OTHER REMEDIES AND RIGHTS:

22.1. Pursuing any of the above remedies will not keep the Town from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the Town waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the Town, or affect the later exercise of the same right or remedy by the Town for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

22.2. Unless otherwise provided by the Contract, all claims, counter claims, counterclaims, disputes and other matters in question between the Town and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

23. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)-': (for projects greater than $100,000):

23.1. 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.

23.2. 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 $10 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.

23.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management 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.

23.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also 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.

24. CLEAN AIR ACT (for projects greater than $150,000):

24.1. 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.

24.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the Town, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. FEDERAL WATER POLLUTION CONTROL ACT (for projects greater than $150,000):

25.1. 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.

25.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the Town, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. BYRD ANTI-LOBBYING AMENDMENT (for projects greater than $100,000):

26.1. CONSULTANT/CONTRACTOR/VENDORs 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 nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up Ito the recipient.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

27.1. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the Town enters 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 Town must comply with the requirements of 37 C.F.R. 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 Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

28. FLY AMERICA REQUIREMENTS:

28.1. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

29. AMERICANS WITH DISABILITIES ACT (ADA):

29.1. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

30. CARGO PREFERENCE:

30.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

30.2. Use of United States - Flag Vessels:

30.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels.

30.4. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding 6 paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Town (through the Contractor in the case of a subcontractor's bill-of-lading.)

30.5. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

31. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINS OR ADDITION TO EXISTING BUILDINGS:

31.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. ENERGY CONSERVATION:

32.1. CONSULTANT/CONTRACTOR/VENDOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart

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CONSTRUCTION ONLY, if Applicable

33. DAVIS-BACON ACT:

33.1. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix 11(0). 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 Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

33.2. Minimum wages

i. All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part

5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be Posted at all times by the CONTRACTOR and its sub-CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer

to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting

Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

1.1. Withholding – Town of Fort Myers Beach 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 the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Town of Fort Myers Beach may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

1.2. Payrolls and basic records

i. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the

costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

(A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to Town of Fort Myers Beach for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part
5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1),
U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i)
(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or sub- CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii. The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

1.3. Apprentices and trainees

i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR's registered program shall be obseyved. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

ii. Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

1.4. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

1.5. Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-CONTRACTORS to include these clauses in any lower-tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub-CONTRACTOR or lower tier sub-CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.

1.6. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub-CONTRACTOR as provided in 29 C.F.R. 5.12.

1.7. Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

1.8. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

1.9. Certification of eligibility

i. By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

34. COPELAND ANTI-KICKBACK ACT:

34.1. Recipient and subrecipient contracts must include a provision for compliance 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").

34.2. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

34.3. Compliance

34.3.1. CONSULTANT/CONTRACTOR/VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, which are incorporated by reference into the Contract.

34.3.2. Subcontracts. The CONSULTANT/CONTRACTOR/VENDOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT/CONTRACTOR/VENDOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

34.3.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Secs. 2-491—2-505. - Reserved.

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 26-06 Purchasing Policy Amendments
AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING DIVISION 1 PURCHASING OF GOODS AND SERVICES POLICIES AND PROCEDURES OF ARTICLE V FINANCE OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) CLARIFY AND STREAMLINE EXISTING REGULATIONS AND PROCEDURES; 2) INCORPORATE BY REFERENCE STATUTORY MANDATORY TERMS AND CONDITIONS AND STATE AND FEDERAL GRANT REQUIREMENTS; AND 3) IMPLEMENT RECOMMENDATIONS PROVIDED TO THE TOWN BASED ON THE DISASTER READINESS ASSESSMENT PREPARED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance, (e.g. statement of the public purpose serving the public health, safety, morals and welfare):
The ordinance aims to address clarification and streamlining of existing procedures and regulations, incorporate grant and federal funding requirements for applicable purchases and contracts, and to implement revisions based on recommendations from the Town's Disaster Readiness Assessment.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with Ordinance 26-06.

Ordinance 26-06 does not impose any new charge or fee on businesses.

There are no new charges or fees that will be imposed on businesses by the ordinance.

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
The Town believes that businesses would not be impacted by this ordinance.

4. Additional information the governing body deems useful (if any):
N/A

ORDINANCE 24-11

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING DIVISION 1 PURCHASING OF GOODS AND SERVICES POLICIES AND PROCEDURES OF ARTICLE V FINANCE OF THE TOWN OF FORT MYERS BEACH TO TRANSFER PURCHASING TO THE TOWN MANAGER OR DESIGNEE FROM THE FINANCE DEPARTMENT, TO INCREASE THE AUTHORITY OF THE TOWN MANAGER FOR PURCHASES OF GOODS AND SERVICES, TO CLARIFY EXISTING REGULATIONS, AND TO IMPLEMENT RECOMMENDATIONS PROVIDED TO THE TOWN BASED ON THE DISASTER READINESS ASSESSMENT AND ABATEMENT PLAN PREPARED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND 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 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, for purposes of greater efficiency, the responsibilities of the Finance Department Director have been transferred to the Town Manager or designee; and

WHEREAS, the increase in the cost of goods and services justifies an increase in the Town Manager's authority for purchases of goods and services without further review by the Town Council; and

WHEREAS, as part of its response to implementation of an Abatement Plan to improve upon disaster readiness and compliance with requirements mandated by the Federal Emergency Management Agency (FEMA), the town desires to further clarify and emphasize certain existing procurement policies; and

WHEREAS, on April 15, 2024 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to recommendations of staff and the testimony of all interested persons; and

WHEREAS, a Business Impact Estimate was prepared and posted on the City's website on the 18th day of April, 2024, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, an advertisement of the public hearing for adoption of the Ordinance was

published in the Fort Myers News-Press on the 18th day of April, 2024, which is 10 days prior to the second reading of the proposed Ordinance as required by Section 166.041; and

WHEREAS, on the 6th day of May, 2024, the Town Council held a second reading of the Ordinance; at which time the Town Council gave full and complete consideration to the recommendations of staff, and the testimony of all interested persons; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town's business owners, residents, and visitors to update and amend the Town's procurement ordinances.

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

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

Section 2. The Town Council determines that adoption of the following changes to Division 1 Purchasing of Goods and Services Policies and Procedures of Article V Finance are in the best interests of the health, safety, and welfare of the Town's business owners, residents, and visitors, and shall read as amended in attached Exhibit A.

Section 3. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted Town Code provision or ordinance, this Ordinance shall apply.

Section 4. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

Section 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. Absent extension of this Ordinance in accordance with State law, Executive Order 22-218, and the Town Code, this Ordinance shall terminate within 30 days from its effective date and shall be of no further force or effect after such date.

Section 7. This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by Vice Mayor Atterholt and seconded by Mayor Allers, 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 6th day of May 2024, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (May 14, 2024 14:48 EDT)

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:

Becky Vose
Becky Vose (May 14, 2024 23:40 EDT)

Vose Law Firm, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this 14th day of May 2024.

EXHIBIT A

DIVISION 1. - PURCHASING OF GOODS AND SERVICES POLICIES AND PROCEDURES

Sec. 2-476. - Purpose.

The purpose of the ordinance codified in this division is to provide for a fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds and to provide procedures and guidelines governing said purchases. The ordinance is intended to supplement the provisions pertaining to procurement of goods and services set forth in Florida Statutes.

Sec. 2-477. - Applicability.

This division applies to all purchases of supplies and services and construction by the Town of Fort Myers Beach as of the effective date. In the event of a conflict between the provisions of this division and any applicable state or federal law or the town Charter, the most restrictive provisions will prevail, unless the Town is otherwise pre-empted from regulation.

Sec. 2-478. - Responsibilities for procurement of goods and services.

The Town Manager or designee ~~finance department~~ is authorized to promulgate procedures for the requisition of supplies, goods and services; and, all purchases of goods and services must be processed through ~~this department.~~ The procedures shall include a requirement for the completion of an analysis of whether it is in the Town's best interest to purchase or lease needed equipment.

For purchases of $500.00 or more, the finance department will certify to the Town Manager or designee that the purchase request has sufficient unencumbered funds to cover the purchase, or a transfer is in process for approval by the town council~~. manager or designee, and the proper purchasing procedures have been followed.~~ The Town Manager or designee shall remain responsible for insuring that proper purchasing procedures have been followed.

Sec. 2-479. - Definitions.

"Brand name or *equal specification"* means a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the town's requirements, and which provides for the submission of equivalent products.

"Brand name specification" means a specification limited to one or more items by manufacturers' names or catalog numbers.

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, association, or any other legal entity currently licensed to do business in the State of Florida and doing business in the State of Florida.

"Change order" means a written change to a contract after the contract has been awarded.

"Confidential information" means any information that is available to any employee only because of the employee's status as an employee of the town and is not a matter of public knowledge or available to the public on request.

"Construction" means the process of building, altering, repairing, improving, or demolishing any structure or building, or other public improvement of any kind to any structure or building, or other public improvements of any kind to any real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, real property.

"Contract" means all types of town agreements, regardless of what they may be called, for the procurement of supplies, services or construction.

"Equipment" means all property, including but not limited to, town capitalized equipment.

"Firm" or *"vendor"* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, association, or any other legal entity, currently licensed to do business in the State of Florida and doing business in the State of Florida.

"Indirect" or *"indirect interest"* means an interest in which legal title is held by another as trustee or other representative capacity, but the equitable or beneficial interest is held by the employee or town official.

"Invitation to bid" (ITB) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting sealed bids.

"Invitation to negotiate" (ITN) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting proposals.

"Material interest" means direct or indirect ownership of more than five percent of the total assets or capital stock of any business or firm.

"Request for proposals" (RFP) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting proposals.

"Request for qualifications" (RFQ) means all documents, whether attached or incorporated by reference, utilized by the town for soliciting statements of qualifications under the Consultants Competitive Negotiations Act or otherwise.

"Responsible offeror" means a person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance of the contract.

"Responsive bidder" means a person or firm who has submitted a bid that confronts in all material respects to the requirements set forth in the invitation to bid.

"Selection advisory committee" means a committee of staff members, town members with expert knowledge and contracted professionals of the town, not in conflict with the commodity being bid, who evaluate professional service contract submittals to the town manager and/or council for approval.

"Sole source" means only one available source for supply, equipment, service or construction items.

"Specification" means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

"Supplies" means property, including but not limited to materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

"Town official" means any town council member, the mayor any other person who is elected to fill a position with the Town of Fort Myers Beach.

Sec. 2-480. - Purchasing procedures.

(a) *Competitive sealed bidding.*

(1) *Applicability.* Except as otherwise authorized herein, all contracts for the purchase of goods or contractual services in excess of ~~$25,000.00~~ $75,000 within a fiscal year shall be awarded by competitive sealed bid.

(2) *Invitation to bid.* For all purchases subject to competitive bidding, the Town Manager or designee ~~finance department~~, with assistance from the affected departments, will issue an invitation to bid that includes specifications, and all contractual terms and conditions applicable to the anticipated purchase. In the event of any conflict between the invitation to bid and this division, the provisions of this division will prevail.

(3) *Addendum.* After an invitation to bid is issued and before the bid opening, the affected department may request that the Town Manager or designee ~~and/or the finance department may~~ issue one or more written addendum for the purpose of clarifying specifications or other matters relating to the bid. ~~The finance department is solely responsible to issue all addenda.~~

(4) *Public notice.* All invitations to bids must be published at least once in a newspaper of general circulation in the town for a minimum of 30 calendar days preceding the last day set for the opening of bids. The public notice must state the place, date, and time of the bid opening; a general description of the subject matter of the bid, and where bid forms and specifications may be obtained.

(5) *Bid bond.* The invitation to bids may specify that a form of bid security, as a guarantee that all provisions of the specifications will be met, is required. The bid bond must provide that if the bid is: (a) rejected by the town; or (b) accepted and the bidder executes the contract and furnishes an appropriate bond, then the bid bond is void; otherwise it remains in full force and effect. As an alternative to a bid bond, the required bid security may be provided in the form of a certified check, a cashier's check, treasurer's check or bank draft of any national or state bank made payable solely to the Town of Fort Myers Beach. No third-party endorsed payments are acceptable for this purpose. If the town permits a bidder to withdraw its bid, no action shall be taken against the bidder or the bid security.

(6) *Bid opening.*

a. Bids will be opened publicly at the time and place designated in the invitation to bid. The amount of each bid, and such other relevant information as the Town Manager or designee ~~finance department director~~ deems appropriate, together with the name of each bidder will be recorded and made available for public inspection. (see Exhibit A).

b. Bid openings must be scheduled a minimum of 30 calendar days after the date that the invitation to bid is advertised.

(7) *Bid acceptance.* Bids will be unconditionally accepted without alteration or correction, except as may be authorized in this division. All bids will be deemed to be held open and irrevocable for the time period set forth in the invitation to bid.

(8) *Bid evaluation.* Bids will be evaluated based on a bidder's ability to satisfy the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered as part of the evaluation for award must be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid must set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation to bid.

(9) *Bid mistakes.* Mistakes discovered before the bids are opened may be modified by the bidder via written notice from the bidder specifically identifying the modification and the reason the modification is necessary. In lieu of modification, the bidder may also withdraw the bid submittal. The written notice as to modification or withdrawal must be received in the office designated in the invitation to bid prior to the time set for bid opening.

(10) *Bid withdrawal.* After bids are opened, corrections or modification to bids are not permitted, but a bidder may be permitted to withdraw an erroneous bid, prior to the bid award by the town if the following is established to the satisfaction of the town manager. In the town's sole judgment:

a. The bidder acted in good faith in submitting the bid;

b. In preparing the bid there was an error of such magnitude that enforcement of the bid would work severe hardship upon the bidder;

c. The error was not the result of gross negligence or willful inattention on the part of the bidder;

d. The error was discovered and communicated to the town ~~finance department~~ manager or designee within eight business hours of bid opening, along with a written request for permission to withdraw the bid; and

e. The bidder submits documentation acceptable to the town and an explanation of how the bidding error was made.

(11) *Cancellation of invitation to bid.* An invitation to bid may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, with or without cause. The following are considered good cause for rejection of all bids:

a. All bids exceed the estimated or budgeted amount.

b. The specifications contain an error which causes confusion and misunderstanding among bidders.

c. The item(s) or services are no longer needed.

d. Lack of adequate competition.

e. Notice of cancellation will be sent to all businesses solicited or submitting bids.

(12) *Bid award.*

a. All bids will be awarded by town as soon as practical after the bids are opened. Bids shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. The town reserves the right to reject any and all bids and to waive minor irregularities in an otherwise valid bid. A minor irregularity is a variation from the bid invitation that does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by the other bidders, or does not adversely impact the interests of the town.

b. In the event the lowest responsive and responsible bid for a construction project exceeds available funds, as certified by the finance department director, and such bid does not exceed such funds by more than ten percent, the town manager is authorized, when time or economic considerations preclude re-solicitation of work of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment may be obtained only by eliminating independent deductive items specified in the invitation to bid.

(13) *Tie bids.* In the event two or more bids are equal with respect to price, quality and service, preference will be given in the following order:

a. The bidder who has its principal place of business in the Town of Fort Myers Beach, Florida.

b. The bidder who has its principal place of business in Lee County, Florida.

c. The bidder who has its principal place of business in the State of Florida.

(14) *Selection advisory committee.*

a. A selection advisory committee, consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the town. The selection advisory committee may consist of: ~~a~~ town department directors or their designees and in the discretion of the Town Manager or designee, members of the town and Lee County community that are deemed as having special or expert knowledge in the area being solicited.

b. All members of the selection advisory committee are prohibited from speaking, answering questions or having contact with any potential bidder. During this process the selection advisory committee will operate in a "cone of silence" decorum beginning on the date of the bid posting and ending when council approves the contract.

c. All meetings of the selection advisory committee will be open to the public and notices containing the date, time, place and purpose of all selection advisory committee meetings will be conspicuously posted in Town Hall. All meetings of the selection advisory committee will be recorded and recordings will be available for public inspection.

d. The selection advisory committee will review the ~~submittal~~ bid and response materials ~~provided by the finance department~~ prior to the selection committee meeting. The committee will evaluate each firm's qualifications based on past experience, expressed understanding

of the project and proposed method of handling of the project and any other criteria included for evaluation in the invitation to bid. The committee shall perform a cost or price analysis for any bid greater than $250,000.

e. After evaluation, the committee will formulate a recommendation consisting of a list, in order of preference, of no fewer than three firms deemed to be the most highly responsive and qualified to perform the required services, unless noted above. The town manager, after review, will forward the recommendation to the town council for consideration during a regularly schedule council meeting.

f. If no more than two firms submit proposals, the town manager will determine whether to proceed with only two proposals, based on availability of alternatives and qualifications.

g. In determining whether a firm is responsive and qualified, the committee will consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm. The selection advisory committee may not request, accept, or consider proposals for compensation to be paid under the contract.

(15) *Recommendation.*

a. The town council will carefully consider the recommendations of the town manager and selection advisory committee, review the qualifications of the firms, and vote to accept or reject the ranking of the firms as proposed by the town manager.

b. After the ranking of the firms has been determined by the town council, the council will direct the town manager or designee to initiate negotiations with the number one ranked firm. The town council may reject the ranking order recommended by the town manager and propose an alternative ranking or require re-solicitation.

(16) *Negotiation.*

a. The town manager will negotiate a contract with the most qualified firm for compensation the town manager determines is fair, competitive, reasonable, and for which funds are available. In making such determination, the town manager may conduct a detailed analysis of the cost of the products and/or ~~professional~~ services required in addition to considering the scope and complexity of the project.

b. For any lump-sum or cost-plus-a-fixed-fee contract in excess of $60,000.00, the firm receiving the contract must execute a truth-in-negotiation certificate confirming that wage rates and other unit costs are accurate, complete and correct. The contract must include a provision indicating that the original contract price, and any additions thereto, may be adjusted to exclude increases in the contract price demonstrably related to inaccurate or incomplete billing information, or based upon wage rates and/or unit costs not agreed to as part of the contract.

c. If the town manager is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm will be formally terminated; and, the town manager will undertake negotiations with the second ranked firm. If the town manager fails to reach an agreement with the second ranked firm, negotiations with the third ranked firm will be undertaken.

d. If the town manager is unable to negotiate a satisfactory contract with any of the selected firms, the town manager may select additional firms in the order of their competence and qualification and submit them to council for determination and ranking and continue selection and negotiations as specified in this division until an agreement is reached or reissue the request for qualifications.

(17) *Town council approval.* The town manager will seek town attorney review of the negotiated contract prior to forwarding the contract to the town council for approval.

(b) *Small purchases.*

(1) *Applicability.* Any purchase of ~~$25,000.00~~ $75,000 or less may be made in accordance with the small purchase procedures authorized in this section. Contract requirements may not be artificially divided so as to constitute a small purchase under this section. Any purchase in excess of ~~$25,000.00.~~ $75,000.00 must be approved by town council. All small purchases shall be accompanied by a quote sheet. (see Exhibit B). Change orders to existing contracts may be made in accordance with the small purchase procedures authorized in this section up to $75,000. Any subsequent change orders shall require approval by the town council.

(2) *Purchases over ~~$4,000.00~~ $10,000 and not greater than* ~~$25,000.00~~ $75,000. For smaller purchases of ~~$~~4,000.00 $10,000 and over, no less than three written quotations must be obtained, if available (e.g., not a sole source situation or change order). The award will be made by the department director and town manager, with review by the finance department director, to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, must be recorded and maintained in the town's records. For items purchased on an ongoing basis, contracts may not be for a term in excess of two years without obtaining new quotations to determine if the price is still the lowest.

(3) *Purchases over ~~$500.00~~ $5,000 and not greater than ~~$4,000.00.~~ $10,000.* For purchases greater than ~~$500.00~~ $5,000 but less than $~~4,000.00~~, $10,000 a minimum of three verbal, telephone, facsimile or electronic quotations may be obtained, if available. The award may be made by the department director, with review by the finance department director, to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained in the town's records.

(4) *Purchases for ~~$500.00~~ $5,000 and under.* For purchases of ~~$500.00~~ $5,000 and under, one verbal quotation is required, provided the quotation is fair and reasonable as determined by the department director and documented on the quote sheet.

(5) *Tie bids.* In the event two or more bids are equal with respect to price, quality and service, preference will be given in the following order:

a. The bidder who has its principal place of business in the Town of Fort Myers Beach, Florida.

b. The bidder who has its principal place of business in Lee County, Florida

c. The bidder who has its principal place of business in the State of Florida.

(c) *Sole source purchases.*

(1) *Basis for sole source purchase.*

a. A contract may be awarded without competition when the town manager with the recommendation of the finance department director and ~~, in conjunction with the~~ department director determines, in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, equipment, service, or construction item. The requisitioning department must submit to the town manager ~~finance department~~ written justification as to why there is only one source (see Exhibit C).

b. The town manager or designee will conduct negotiations, as appropriate, as to price, delivery, and terms. The contract must be approved by the town manager. A record of sole source contracts must be maintained by the town clerk ~~finance department~~. Sole source contracts may not be automatically renewed.

c. At the beginning of each fiscal year, the town manager or designee ~~finance department director~~, in conjunction with the department director, will determine whether the item is still only available from a sole source. If additional sources are discovered, then bids or quotations must be obtained before the item is purchased under a new contract.

(2) *Town council approval.* The town manager will submit all sole source purchases of $20,000.00 or more to the town attorney for review, and submit the contract to the town council for approval.

(d) *Emergency purchases.*

(1) *Basis for emergency purchase.* Notwithstanding any other provisions of this division, the town manager or designee may make, or authorize others to make, emergency purchases of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances. The director of the affected department will notify the town manager, who will certify the threat to public health, welfare or safety in writing and authorize the purchase of the needed items(s). The director will send a purchase order request to the finance department, together with a written explanation of the basis for the emergency purchase (see Exhibit D). The town manager or designee must approve all emergency requisitions.

(2) *Town council approval.* The town manager will submit any emergency purchase in excess of ~~$25,000.00~~ $75,000.00 to the town attorney for review and submit the contract to the town council for approval, as soon as practicable after the purchase.

(e) *Purchases from other governmental entities.*

(1) *Basis for purchase.* Purchases of goods from the federal government, any state or political subdivision thereof, or any municipality are exempt from the competitive bid requirements of this division. There must be proof of proper procedural documentation to support the other governmental agencies purchasing policy provides for competitive bidding similar to the town's competitive bid process and in cases of piggybacking contracts, certification that the other governmental entity's contract allows for this conduct (see Exhibit E).

(2) *Town council approval.* The town manager will submit any individual purchases in an amount in excess of ~~$25,000.00~~ $75,000.00 to the town attorney for review and submit the contract to the town council for approval.

(f) *Purchases of goods from contracts awarded by other governmental entities by competitive bid (aka: "piggybacking").*

(1) *Basis for purchase.* The purchase of goods under a contract awarded by another governmental entity or cooperative purchasing entity is authorized provided the town manager or designee ~~finance department director~~ makes a written determination that time and expense factors make it financially advantageous for the town to do so. In making this determination, the town manager or designee ~~finance department director~~ will consider the number of bids so solicited by the other governmental entity or cooperative purchasing entity. There must be proof of proper procedural documentation to support the other ~~governmental agencies~~ entity's purchasing policy and, in cases of piggybacking contracts, certification that the other ~~governmental~~ entity's contract allows for this conduct (see Exhibit E).

(2) *Town council approval.* The town manager will submit any contract(s) awarded by the town based upon another governmental entity's procurement process in an amount in excess of ~~$25,000~~.00 $75,000.00 to the town attorney for review and submit the contract to the town council for approval.

(g) *Cooperative purchasing.*

(1) *Basis for purchase.* The town ~~finance department~~ may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any goods, services or construction with one or more other governmental units or cooperative purchasing entities.

(2) *Town council approval.* Cooperative purchasing agreements must be authorized pursuant to an interlocal agreement with a governmental entity or other agreement approved by town council and executed by all participating governmental units. The town manager will forward the proposed interlocal agreement to the town attorney for review and submit the interlocal agreement to the town council for approval.

(3) The town manager may purchase goods or services through cooperative purchasing in lieu of a competitive bid as provided in this Division.

(h) *Competitive negotiation for professional services.*

(1) *Applicability.* 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 F.S. § 287.055 (the "Consultant's Competitive Negotiation Act" or "CCNA") and within statutory thresholds.

(2) *Request for qualification.* The department director will prepare, with the assistance of the town manager or designee ~~finance department director, and review by the town manager or designee,~~ a request for qualification for the particular project. The request will include:

a. A delineation of the required scope of services. The description must be sufficient to assure that all firms have the same understanding of the requested basic services.

b. A request for specific and general information on how the firm will proceed with the project. Specific instructions on how, when and where the proposal must be submitted.

c. A requirement that the proposal be submitted as a sealed package. The proposer must, if required for the particular solicitation process, submit a project price in a separate sealed envelope, clearly marked as "Project Price". The pricing envelope may not be opened unless the proposer is selected by the town to engage in negotiations.

(3) *Addenda.*

a. After a request for qualifications (RFQ) is issued and before the submission deadline, town manager or designee ~~finance department director~~ , with assistance from the affected department, may issue one or more written addendum for the purpose of clarifying specifications or providing further information or other matters relating to the RFQ.

b. Any firm or individual desiring to provide professional services to the town must first be certified by the town as qualified pursuant to law and the regulations of the town. The town will make a finding that the firms or individuals to be employed is fully qualified to render the required service. The factors to be considered include but are not limited to the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(4) *Public notice and qualification procedures.* The town clerk must publish, in a newspaper of general circulation, as such is defined in the Florida Statutes, a notice on each occasion when professional services are required to be purchased for a project whose projected basic construction cost is estimated by the town to be in excess of statutory thresholds ~~$250,000.00~~, or for planning or study activities when the fee for professional services is in excess of statutory thresholds ~~$25,000.00~~, other than as permitted by the CCNA. The notice must include a general description of the project, shall indicate how interested parties may apply for consideration, and the closing date for receipt of proposals, and contain such other information as the town deems pertinent. Publications of statewide and national distribution may be utilized for notices when the magnitude of the project so merits in the town's discretion. The submission deadline must be a minimum of 30 calendar days after the date the RFQ is first published.

(5) *Selection advisory committee.*

a. A selection advisory committee, consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the town. The selection advisory committee may consist of: ~~a~~ town department directors or their designees and in the discretion of the Town Manager or designee, members of the town and Lee County community that are deemed as having special or expert knowledge in the area being solicited.

b. All members of the selection advisory committee are prohibited from speaking, answering questions or having contact with any potential bidder. During this process the selection advisory committee will operate in a "cone of silence" decorum beginning on the date of the bid posting and ending when council approves the contract.

c. All meetings of the selection advisory committee will be open to the public and notices containing the date, time, place and purpose of all selection advisory committee meetings will be conspicuously posted in Town Hall. All meetings of the selection advisory committee will be recorded and recordings will be available for public inspection.

d. The selection advisory committee will review the ~~submittal~~ bid and response materials ~~provided by the finance department~~ prior to the selection committee meeting. The committee will evaluate each firm's qualifications based on past experience, expressed understanding of the project and proposed method of handling of the project and any other criteria included for evaluation in the invitation to bid. The committee shall perform a cost or price analysis for any bid greater than $250,000.

e. After evaluation, the committee will formulate a recommendation consisting of a list, in order of preference, of no fewer than three firms deemed to be the most highly responsive and qualified to perform the required services, unless noted above. The town manager, after review, will forward the recommendation to the town council for consideration during a regularly schedule council meeting.

f. If no more than two firms submit proposals, the town manager will determine whether to proceed with only two proposals, based on availability of alternatives and qualifications.

g. In determining whether a firm is responsive and qualified, the committee will consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm. The selection advisory committee may not request, accept, or consider proposals for compensation to be paid under the contract.

(6) *Recommendation.*

a. The town council will carefully consider the recommendation of the town manager and review the qualifications of the firms and vote to accept, reject, or modify the ranking of the firms by the town manager.

b. After the ranking of the firms has been determined by the town council, the council will direct the town manager or designee to initiate negotiations with the number one ranked firm. The town council may reject the ranking order recommended by the town manager and propose an alternative ranking or require re-solicitation.

(7) *Negotiation.*

a. The town manager will negotiate a contract with the most qualified firm for professional services for compensation the town manager determines is fair, competitive, reasonable, and for which funds are available. In making such determination, the town manager may conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.

b. For any lump-sum or cost-plus-a-fixed-fee contract in excess of $60,000.00, the firm receiving the contract must execute a truth-in-negotiation certificate confirming that wage rates and other unit costs are accurate, complete and correct. The contract must include a provision indicating that the original contract price, and any additions thereto, may be adjusted to increases due to inaccurate, or incomplete billing information, or based upon wage rates and/or unit costs not agreed to as part of the contract.

c. If the town manager is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm will be formally terminated and the town manager will undertake negotiations with the second ranked firm. If the town manager fails to reach an agreement with the second-ranked firm, negotiations with the third ranked firm will be undertaken.

d. If the town manager is unable to negotiate a satisfactory contract with any of the selected firms, the town manager may select additional firms in the order of their competence and qualification and submit them to council for determination and ranking; and, thereafter

continue selection and negotiations as specified in this division until an agreement is reached or reissue the request for qualifications.

(8) *Town council approval.* The town manager will submit the negotiated contract to the town attorney for review and the contract to the town council for approval.

(9) *Prohibition against contingent fees.* Each contract entered into by the town for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered land surveyor or professional engineer as applicable) warrants that he/she has not employed, or retained any company or person, other than a bona fide employee working solely for the architect (or registered land surveyor or professional engineer, as applicable) nor offered any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the town has the right to terminate the agreement without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

(10) *Reuse of existing plans.* There is no public notice requirement or utilization of the selection process for projects in which the town is able to reuse existing plans from a prior project. However, with plans that the town intends to reuse at some future time, the original public notice must contain a statement that the plans are subject to reuse in accordance with F.S. § 287.055(11).

(11) *Exception to CCNA process—Emergencies.* Under emergencies as defined by F.S. § 287.055, as amended, the procedure set forth in the statute must be followed and supersedes anything to the contrary set forth in this subsection (h).

(12) *Exception to CCNA process—Continuing contracts.* In the event that the continuing contract provisions of F.S. § 287.055 apply to acquisition of professional services, the procedure set forth in the statute will be followed and supersedes anything to contrary set forth in this subsection (h).

(i) *Request for proposal.*

(1) *Applicability.* Contracts 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, may be obtained in accordance with this section. At the option of the town manager, said contracts may be negotiated by utilizing the selection advisory committee as specified in subsection (h)(3) above.

(2) *Request for proposal.* The department director will prepare, with the assistance of the ~~finance department director, and review by~~ the town manager or designee, a request for qualification for the particular project. The request shall include:

a. A delineation of the required scope of services. The description must be sufficient to assure that all firms have the same understanding of the requested basic services.

b. A request for specific and general information on how the firm will proceed with the project. Specific instructions on how, when, and where the proposal must be submitted.

c. A requirement that the proposal be submitted as a sealed package. The proposer must, if required for the particular solicitation process, submit a project price in a separate sealed envelope, clearly marked as "Project Price". The pricing envelope may not be opened unless the proposer is selected by the town to engage in negotiations.

(3) *Addenda.* After a request for proposals is issued and before the submission deadline, the town manager or designee ~~the finance department~~ may issue one or more written addendum for the purpose of clarifying specifications or other matters relating to the RFP/RFQ.

(4) *Statement of qualifications.* Persons and firms interested in providing goods and/or services to the town in response to an RFP issued pursuant to this section may submit statements of qualification and expressions of interest in providing such goods and/or services.

(5) *Public notice.* The town will provide reasonable notice of the need for such goods and/or services through a request for proposals (RFP). The RFP must describe the goods and/or services

required, list the types of information and data required of each offeror, and state the relative importance of particular specifications or qualifications.

(6) *Selection advisory committee.*

a. A selection advisory committee, consisting of a minimum of three members, may be established for the purpose of evaluating bids submitted to the town. The selection advisory committee may consist of: ~~a~~ town department directors or their designees and in the discretion of the Town Manager or designee, members of the town and Lee County community that are deemed as having special or expert knowledge in the area being solicited.

b. All members of the selection advisory committee are prohibited from speaking, answering questions or having contact with any potential bidder. During this process the selection advisory committee will operate in a "cone of silence" decorum beginning on the date of the bid posting and ending when council approves the contract.

c. All meetings of the selection advisory committee will be open to the public and notices containing the date, time, place and purpose of all selection advisory committee meetings will be conspicuously posted in Town Hall. All meetings of the selection advisory committee will be recorded and recordings will be available for public inspection.

d. The selection advisory committee will review the ~~submittal~~ bid and response materials ~~provided by the finance department~~ prior to the selection committee meeting. The committee will evaluate each firm's qualifications based on past experience, expressed understanding of the project and proposed method of handling of the project and any other criteria included for evaluation in the invitation to bid. The committee shall perform a cost or price analysis for any bid greater than $250,000.

e. After evaluation, the committee will formulate a recommendation consisting of a list, in order of preference, of no fewer than three firms deemed to be the most highly responsive and qualified to perform the required services, unless noted above. The town manager, after review, will forward the recommendation to the town council for consideration during a regularly schedule council meeting.

f. If no more than two firms submit proposals, the town manager will determine whether to proceed with only two proposals, based on availability of alternatives and qualifications.

g. In determining whether a firm is responsive and qualified, the committee will consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm. The selection advisory committee may not request, accept, or consider proposals for compensation to be paid under the contract.

(7) *Recommendation.*

a. The town council will carefully consider the recommendation of the town manager and review the qualifications of the firms and vote to accept, reject, or modify the ranking of the firms by the town manager.

b. After the ranking of the firms has been determined by the town council, the council will direct the town manager or designee to initiate negotiations with the number one ranked firm. The town council may reject the ranking order recommended by the town manager and propose an alternative ranking or require re-solicitation.

(8) *Negotiation.*

a. The town manager shall negotiate a contract with the most qualified firm for compensation the town manager determines is fair, competitive, reasonable and for which funds are available. In making such determination, the town manager may conduct a detailed analysis of the cost of the services required in addition to considering their scope and complexity.

b. For any lump-sum or cost-plus-a-fixed-fee contract in excess of $60,000.00, the firm receiving the contract must execute a truth-in-negotiation certificate confirming that wage rates and other unit costs are accurate, complete and correct. The contract must include a provision indicating that the original contract price and any additions thereto may be adjusted to exclude increases due to inaccurate, incomplete billing information, or based upon wage rates and unit costs not agreed to as part of the contract.

c. If the town manager is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm will be formally terminated and the town manager will undertake negotiations with the second ranked firm. If the town manager fails to reach an agreement with the second ranked firm, negotiations with the third ranked firm will be undertaken.

d. If the town manager is unable to negotiate a satisfactory contract with any of the selected firms, the town manager may select additional firms in the order of their competence and qualification and submit them to council for determination and ranking continue selection and negotiations as specified in this division until an agreement is reached or reissue the request for proposals.

(9) *Discussions.* The town manager or the selection advisory committee may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. These discussions must be conducted at a duly notice meeting and be open to the public.

(10) *Award.*

a. Proposed awards above ~~$25,000.00~~ $75,000.00 must be formally approved by the town council. The award should be made to the offeror determined to be best qualified based on the evaluation factors set forth in the RFP and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

b. Nothing in this division may be construed to prevent the hiring of expert witnesses and other professionals necessary to assist the town manager or town attorney in representing the town, but such hiring may be subject to council approval.

(11) *Town council approval.* The town manager will submit the request for proposal of ~~$25,000.00~~ $75,000.00 or more to the town attorney for review and then submit the contract to the town council for approval.

(12) *Cancellation of request for proposals.* A request for proposal, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part with or without cause. The following is considered good cause for rejection of all proposals:

a. All bids exceed the estimated or budgeted amount.

b. The specifications contain an error which causes confusion and misunderstanding among bidders.

c. The items or services are no longer needed.

d. Lack of adequate competition.

e. Notice of cancellation will be sent to all businesses solicited or submitting bids.

Sec. 2-481. - Vendor list.

Vendor list. The finance department does not maintain a "vendor list" of vendors who desire to receive invitations of bids and/or requests for proposals by mail.

Sec. 2-482. - Specifications for all solicitations.

(a) *General.* All specifications must be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the town's needs and may not be unduly restrictive. The policy enunciated in this section applies to all specifications including, but not limited to, those prepared for the town by architects, engineers, designers, and draftsmen.

(b) *Brand name or equal specification.*

(1) *Use.* Brand name or equal specifications may be used when the department director and town manager or designee ~~finance department director~~ determines in writing that:

a. No other design or performance specification or qualified products list is available;

b. Title does not permit the preparation of another form of purchase description, not including a brand name specification;

c. The nature of the product or nature of the town's requirements makes use of a brand name or equal specification suitable; or

d. Use of a brand name or equal specification is in the town's best interest.

(2) *Designation of several brand names.* Brand name or equal specifications will seek to designate three, or as many different brands as practicable, as "or equal" references and further state that substantially equivalent products to those designated will be considered for award.

(3) *Required characteristics.* Unless the town manager or designee ~~finance department director~~ and the affected department director determine in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications must include a description of the particular design, functional, or performance characteristics which are required.

(4) *Nonrestrictive use of brand name or equal specifications.* When a brand name or equal specification is used in a solicitation, the solicitation should contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

(c) *Brand name specification.* Since use of a brand name specification is restrictive of product competition, it may be used only when the ~~finance department director~~ town manager or designee makes a written determination that only the identified brand name items will satisfy the town's needs.

(d) *Competition.* The town manager or designee ~~finance department director~~, in conjunction with the department director, will seek to identify sources from which the designated brand name items can be obtained and solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the purchase will be made in accordance with subsection 2-480(c) (Sole source purchases).

Sec. 2-483. - Performance bond and insurance requirements.

The town manager or designee ~~finance department director~~ will require a public construction bond for all contracts listed in subsection 2-480(c) (Sole source purchases) and may require a performance bond and/or evidence of sufficient insurance for other contracts when necessary to protect the town.

Sec. 2-484. - Construction contracts and supporting documents.

(a) *Construction contracts.* All construction contracts will be reviewed by the town attorney and be executed by the mayor and town clerk and by either the president or vice-president of the contractor. Other signatories may sign on behalf of the contractor provided there is an attached certified copy of a corporation resolution authorizing that person to sign. The corporate seal of the contractor must be affixed to the contract.

(b) *Insurance.* All construction contracts must be accompanied by a certificate of insurance indicating coverage in the amounts required by the bid specifications and name the Town of Fort Myers Beach as an additional insured, not just a certificate of holder.

(c) *Public construction bond.* Any person entering into a contract for the construction of a public building or public work, or for repairs upon a public building or a public work must, before commencing work, execute, deliver to the town, and record in the public records of Lee County, Florida, a public construction bond issued by a surety authorized to do business in the State of Florida.

(1) *Form.* The bond must be in substantially the following form:

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We,_____ , as Principal and_____, a corporation, as Surety, are bound to the Town of Fort Myers Beach, herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract dated_____, between Principal and Owner for construction of_____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and promptly makes payments to all claimants, as defined in F.S. § 255.05(1), supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract: and Pays Moller al losses, damages, expenses, costs and attorney's fees, including appellate proceedings that owner sustains because of default by Principal under the contract; and

Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(2) *Waiver of bond.* Town council may waive the public construction bond requirement for project with a total contract amount of $200,000.00 or less.

(3) *Alternative form of security.*

a. In lieu of a public construction bond, a contractor may file with the town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 652, pt. II.

b. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the public construction bond. The determination of the value of an alternative form of security will be made by the town.

(d) *Change orders.*

(1) No work outside the scope of the original contract may be performed prior to approval of a change order by the town council; provided, however, that town council may delegate this authority, up to a specified amount, for contracts where council approval of all change orders would hinder or delay work progress.

(2) This does not include contingency changes with a contract which fall within the contingency amount of that contract. These are approved by the department director and town manager.

(3) All change orders must be in writing and have town manager approval.

Sec. 2-485. - Disqualification of vendors and bidders.

(a) *Procedure for disqualification.* After reasonable notice to the person or firm involved and a reasonable opportunity for the person or firm to respond, the town manager is authorized to disqualify that person or firm for cause from consideration for award of contracts. The disqualification may be for a period of not more than four years.

(b) *Grounds for disqualification.* Grounds for disqualification include, but are not limited to:

(1) Conviction for commission of a criminal offense as an incident to obtaining;

(2) Attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(3) Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects the person or firm's ability to perform work for the town;

(4) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(5) Deliberate failure without good cause to perform in accordance with contract specifications or within the time limit provided in a contract;

(6) Financial irresponsibility;

(7) Unethical conduct; disciplinary action against the person or firm's professional or contractors;

(8) License; or

(9) Findings under bid protest that the firm acted fraudulently or in bad faith.

(c) *Notice of decision.* A copy of a decision to disqualify must be mailed to the affected person or firm by certified mail, return receipt requested.

(d) *Appeal.* Any person or firm who is disqualified may appeal the decision to the town council, provided a notice of appeal is filed within 30 calendar days of the date the decision to disqualify is rendered.

Sec. 2-486. - Appeals and remedies.

(a) *Bid protests.*

(1) *Right to protest.* Any person or firm who is affected adversely by the town's decision may protest to the town council.

(2) *Time limits and form of protest.*

a. A protest with respect to an invitation to bids or request for proposals must be submitted in writing to the town clerk prior to the opening of bids or the closing date of proposals.

b. Written notice of intent to a protest a bid be filed with the town clerk within 72 hours (excluding Saturday, Sundays, and legal holidays) after the posting of the bid tabulation or after receipt of the notice of award or notice of intent to award the contract, whichever is later.

c. A formal written protest must be filed within ten calendar days after the filing of the initial written notice of intent to protest. The formal written protest must state with particularity the fact and law upon which the protest is based.

d. Failure to file a notice of intent to protest or failure to file a formal written protest within the time limits proscribed herein will constitute a waiver of the right to protest.

e. The protestor must post a bond, payable to the Town of Fort Myers Beach in an amount equal to five percent of the total bid or $20,000.00, whichever is greater, but not to exceed the value of the bid.

f. The protest bond will be designated and held for payment of any costs that may be levied against the protesting entity by the Town of Fort Myers Beach as a result of a frivolous protest.

(3) *Hearing.*

a. If the subject of a protest is not resolved by mutual agreement within 14 calendar days after receipt of a formal written protest, the matter may, at the option of the town council, be referred to a hearing officer who will conduct a hearing within 15 calendar days of receipt of the referred formal written protest.

b. The hearing officer will render a written recommended order within 30 calendar days after the hearing. The recommended order will be scheduled on the next council agenda for final action.

c. If council so elects, the protest may be heard directly by the town council.

(b) *Stay of action.* Upon receipt of a formal written protest that has been timely filed, the town will stop the bid solicitation process or the contract award process until the subject of the protest is resolved either informally or by town council action, unless the town manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(c) *Appeal of decision.* If a protest is denied, the protestor will have 30 calendar days to file for relief in Circuit Court in Lee County, Florida.

Sec. 2-487. - Remedies for solicitations or awards in violation of law.

(a) *Closing date for receipt of proposals.* If prior to the bid opening or closing date for receipt of proposals, the town manager or designee ~~finance department director~~ and the affected department director, after consultation with the town ~~manager and town~~ attorney, determines that a solicitation is in violation of federal, state or municipal law, then the solicitation may be cancelled or revised to comply with applicable law.

(b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the town manager or designee ~~finance department director~~ and the affected department director, after consultation with the ~~town manager and~~ town attorney, determines that a solicitation or proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award will be cancelled.

(c) *After award.* If, after an award the town manager or designee ~~finance department director~~ and the affected department director, after consultation with ~~the town manager and~~ town attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:

(1) If the person or firm awarded the contract has not acted fraudulently or in bad faith;

(2) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the town; or

(3) The contract may be terminated, and the person awarded the contract will be compensated for any costs reasonably incurred under the contract, plus a reasonable amount for overhead, prior to the termination; or

(4) If the person or firm awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the town.

Sec. 2-488. - Standard of conduct for town officials and employees.

All town officials and employees shall adhere to the Code of Ethics for Public Officers and Employees, adopted by the Florida Legislature as Part III of Chapter 112, Florida Statutes, as amended from time to

time ("Ethics Code"). In the event of a conflict between any term, condition or requirement in this Section and the Ethics Code, the Ethics Code shall be followed.

(a) *Failure to follow proper purchasing procedures.* It is a violation of this division for any employee to order, contract for, or purchase any materials, supplies, or services except in strict compliance with all purchasing procedures as provided herein or as established by the the town manager or designee ~~finance department director~~.

(b) *Solicitation or acceptance of gifts.* No town official or employee may solicit or accept anything of value from any vendor or bidder, including gift, loan, reward promise of future employment, favor, or service, based upon any understanding that the actions of said official or employee would be influenced thereby.

(c) *Doing business with the town.*

(1) No employee or public official acting in his/her official capacity may either directly or indirectly purchase, rent, or lease any realty, goods, or services for the town from any business entity or which he/she or his/her spouse or child is an officer, partner, director, or proprietor or in which such official or employee or his/her spouse or child, or any combination of them, has a material interest.

(2) No town official or employee, acting in a private capacity, may rent, lease, or sell any realty, goods, or services to the town.

(d) *Unauthorized compensation.* No town official or employee or his/her spouse or minor child may, at any time, accept any compensation payment, or thing of value when that person knows, or with the exercise of reasonable care, should know, that it was given to influence action in which the official or employee was expected to participate in his/her official capacity.

(e) *Conflicting employment or contractual relationship.* No town official or employee may have or hold any employment or contractual relationship with any business entity that is doing business with the town; provided however, that this section may not be construed to prevent any officer or employee from accepting any other employment or following any pursuit that does not interfere with the full and faithful discharge of the officer or employee's duties in his/her employment with the town.

(f) *Contingent fees.* No town official or employee may be retained, or retain a person, to solicit or secure a town contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

(g) *Confidential information.* No town official or employee may disclose or use any information not available to members of the general public and gained by reason of his/her official position for his/her personal gain or benefit of any other person or business entity.

(h) *Penalties.* Violation of any provision of this section may subject the officer or employee to discipline in the form of one or more of the following:

(1) *In the case of a town official:*

a. Forfeiture of office as provided in the town Charter.

b. Restitution of any pecuniary benefit received because of the violation committed.

(2) *In the case of a town employee:*

a. Dismissal from employment, provided that if the employee is found guilty of willful violation, then dismissal from employment is mandatory.

b. Suspension from employment for not more than 90 days without pay.

c. Demotion.

d. Reduction in salary level.

e. Oral or written reprimands or warnings.

f. Any discipline imposed shall be subject to the town's personnel rules.

(i) *Contracts voidable.* If a violation of any of the prohibitions contained in this section occurs, then the contract involved may, at the option of the town, be declared null and void or voidable.

I have read, understand and acknowledge the Town's purchasing policy and my responsibilities under this policy as a Town Employee. I acknowledge that if I have questions I will contact the ~~Finance Director or~~ Town Manager.

_____	_____
Name	Date

Sec. 2-489. - Cone of silence.

(a) *Purpose and intent.* The requirements of section, "cone of silence", as amended, are applicable to the town. It is the intent of this division to prevent potential bidders, offerors or service providers from communicating with town department heads, their staff, town council or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(1) *Meaning.* "Cone of silence" is defined to mean a prohibition on:

a. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the town's professional staff including, but not limited to, the town manager and his or her staff;

b. Any communication regarding a particular RFP, RFQ or IFB between the mayor, town council or their respective staffs and any member of the town's professional staff including, but not limited to, the town manager and his or her staff;

c. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

d. Any communication regarding a particular RFP, RFQ or IFB between the mayor, town council or their respective staffs and any member of the selection committee or evaluation committee;

e. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, town council and their respective staffs; and

f. The town manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the town manager and, provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding changes must be described in writing and filed by the town manager.

(2) *Allowed communications.* Notwithstanding the foregoing, the cone of silence does not apply to:

a. Communications with the town attorney and his or her staff;

b. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the town manager makes a written recommendation;

c. Communications regarding a particular RFP, RFQ or IFB between any person and the the finance department director or designee, provided the communication is limited strictly to

matters of process or procedure already contained in the corresponding solicitation document; and

d. Communications regarding a particular proposal, quotation or bid between the the town manager or designee ~~finance department director or designee~~ and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(b) *Procedure.*

(1) A cone of silence will be imposed upon each RFP, RFQ and IFB after the advertisement of the RFP, RFQ or IFB. At the time of imposition of the cone of silence, the town manager or designee ~~finance department director or designee~~ will provide for public notice of the cone of silence. The the town manager or designee ~~finance department director~~ will issue a written notice thereof to the affected departments, file a copy of such notice with the town clerk, with an email copy thereof to each town council member, and include in any public solicitation for supplies or services a statement disclosing the requirements of this division. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB will not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(2) The cone of silence terminates at the time town council votes to award the contract.

(3) If the town manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals will remain under the cone of silence until such time the town manager issues a written recommendation of award or until the town manager withdraws the re-issued RFP or IFB.

Sec. 2-490. - Exhibits.

All exhibits referenced in this division including:

Exhibit A Bid Tally Sheet

Exhibit B Quote Sheet

Exhibit C Sole Source Purchase

Exhibit D Emergency Purchase; and

Exhibit E Cooperative Purchase Justification,

are on file with the town.

Secs. 2-491—2-505. - Reserved. 8

24-11, Purchasing Ordinance Amendments Final

Final Audit Report 2024-05-15

Created:	2024-05-14
By:	Amy Baker (AMY@FMBGOV.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9G8yRvUvA8RcBTJRLpdSR355CgVzI2ic

"24-11, Purchasing Ordinance Amendments Final" History

Document created by Amy Baker (AMY@FMBGOV.COM)
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Document e-signed by Dan Allers (allersd@fmbgov.com)
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Document e-signed by Becky Vose (bvose@voselaw.com)
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Document e-signed by Amy Baker (AMY@FMBGOV.COM)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
Signature Date: 2024-05-15 - 12:58:36 PM GMT - Time Source: server

Agreement completed.
2024-05-15 - 12:58:36 PM GMT

Recommendation
Recommend the Applicant updates their labor policy to include specific language outlining how employees will be paid during an emergency situation. Labor policy should be: • Reasonable • Not subject to Federal funding • Applied uniformly regardless of Presidential declaration • Include non-discretionary criteria for when the Applicant activates various pay types Upload a copy of the updated and approved policy.
Recommend the Applicant updates their labor policy to include specific language outlining how employees will be paid during an emergency situation. Labor policy should be: • Reasonable • Not subject to Federal funding • Applied uniformly regardless of Presidential declaration • Include non-discretionary criteria for when the Applicant activates various pay types Upload a copy of the updated and approved policy.
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Upload a copy of the updated and approved policy.
Recommend the Applicant updates their labor policy to include specific language outlining how employees will be paid during an emergency situation. Labor policy should be: • Reasonable • Not subject to Federal funding • Applied uniformly regardless of Presidential declaration • Include non-discretionary criteria for when the Applicant activates various pay types Upload a copy of the updated and approved policy.
Recommend the Applicant updates their labor policy to include meals for employees and volunteers engaged in eligible Emergency Work, including those at Emergency Operation Centers, provided the individuals are not receiving per diem. Upload documentation that outlines the updated and approved labor policy.
Recommend the Applicant develop and implement written policies and procedures outlining routine maintenance schedules, to include • Documentation requirements (to include retention schedule) for facilities within their jurisdiction • Process outlining roles and responsibility of who, how, and when staff are required to conduct routine maintenance on the facilities. Upload a copy of the approved procedures.
Recommend the Applicant develop and implement written policies and procedures outlining routine maintenance schedules, to include • Documentation requirements (to include retention schedule) for facilities within their jurisdiction • Process outlining roles and responsibility of who, how, and when staff are required to conduct routine maintenance on the facilities. Upload a copy of the approved procedures.
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facilities. Upload a copy of the approved procedures.
Recommend the Applicant develop and implement written policies and procedures outlining routine maintenance schedules, to include • Documentation requirements (to include retention schedule) for facilities within their jurisdiction • Process outlining roles and responsibility of who, how, and when staff are required to conduct routine maintenance on the facilities. Upload a copy of the approved procedures.
Recommend the Applicant develops and implements procedures for their equipment inventory records noting the FEMA required information, to include: • Who will complete the inventory • When the inventory will be conducted • How often the inventory will be reviewed and the documentation that will be utilized to report the inventory • Type of equipment and attachments used (including year, make, and model, and Size/capacity) Upload a copy of the approved plan.
Recommend the Applicant develops and implements written policies and procedures on how they will document their administrative costs. Upload documentation that outlines the updated and approved policy/procedures.
Recommend the Applicant develops and implements a written process and procedure to accurately document donated resources' labor, equipment, and materials. Upload documentation that outlines the updated and approved process and procedure.
Recommend the Applicant completes the following action: • Develop a debris management plan in accordance with guidance provided by FEMA. • Send the debris management plan to F-ROC@em.myflorida.com for FDEM review. Upload a copy of the FDEM reviewed debris management plan and the review confirmation email.
Recommend the Applicant updates/implements formal guidance documenting the need to evaluate the pre-determined list of all of the locations of their temporary reduction sites and permanent disposal sites at least every year. Procedures must

include that the Applicant will evaluate every year or include a section that notes the last reviewed date. Upload a copy of the approved formal guidance
Conducting the following steps to ensure the use of small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms when possible: 1. Place such organizations that are qualified on solicitation lists. 2. Ensure such organizations are solicited whenever they are potential sources. 3. Divide total requirements, when economically feasible, into smaller tasks or quantities. 4. Establish delivery schedules, where the requirement permits, encouraging its participation. 5. Use the services and assistance, as appropriate, of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce. 6. Require prime contractor to conduct the above steps if subcontracting. The procedures must include the Applicant's process of documenting its compliance with the six affirmative steps.
Recommend the Applicant competitively bids and procures a stand-by contract with a responsible vendor, ensuring that the following steps are completed: • Solicitation/advertisement is made public • Notice of award documentation is developed • For sealed bid proposals, vendor was awarded a fixed fee contract and was the lowest, most responsive, and qualified bidder (or a cost analysis was created) • Explanations are provided if selected vendor is not the lowest, most responsive, or qualified • All required documentation was provided by responding vendors and used to evaluate proposals • Cost specific information was addressed in the proposal or contract • Responses to the request by vendors are appropriate Upload a copy of the approved contract and procurement documentation.
Recommend the Applicant competitively bids and procures a stand-by contract with a responsible vendor, ensuring that the following steps are completed: • Solicitation/advertisement is made public • Notice of award documentation is developed • For sealed bid proposals, vendor was awarded a fixed fee contract and was the lowest, most responsive, and qualified bidder (or a cost analysis was created)

• Explanations are provided if selected vendor is not the lowest, most responsive, or qualified • All required documentation was provided by responding vendors and used to evaluate proposals • Cost specific information was addressed in the proposal or contract • Responses to the request by vendors are appropriate Upload a copy of the approved contract and procurement documentation.
Recommend the Applicant develops a pre-qualified vendor list for debris removal activities.
Recommend the Applicant develops and implements written procedures on how they will maintain contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Upload a copy of approved procedures.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-244**

1. **Request**:

Meeting Date: March 2, 2026

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-07. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for April 6, 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 18-30 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO PROHIBIT SMOKING AND VAPING IN THE TOWN'S PUBLIC PARKS, AND IN COUNTY PARKS AND BEACHES LOCATED IN THE TERRITORIAL BOUNDARIES OF THE TOWN; DEFINING THE TERMS "SMOKE" AND "VAPE;" EXCLUDING FROM REGULATION UNFILTERED CIGARS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda**:
PUBLIC HEARINGS

3. **Requirement/Purpose**:
Ordinance

4. **Submitter of Information**:

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5. **Background**:

Florida Statutes, Section 386.209, preempted local governments from regulating smoking in public buildings. In 2022, the law was amended to permit counties and municipalities to further "restrict smoking within the boundaries of any public beaches and public parks that they own, except that they may not further restrict the smoking of unfiltered cigars. A municipality may further restrict smoking within the boundaries of public beaches and public parks that are within its jurisdiction, but are owned by the county, unless such restriction conflicts with a county ordinance, except that they may not further restrict the smoking of unfiltered cigars." The law as amended also allowed municipalities and counties to regulate the use of vapor-generating devices. Lee County recently adopted Ordinance 25-14 to prohibit smoking and vaping in county parks. The proposed ordinance amends the Town's current ordinance in accordance with Section 386.209 and regulates smoking and vaping in public parks and beaches, including Bowditch Park, Lynn Hall Memorial Park, and the pier which are county parks located within the territorial boundaries of the Town of Fort Myers Beach. It does not conflict with Lee County Ordinance 25-14 or restrict or regulate the use of unfiltered cigars. ; and

Attachments:

1. First Reading Ord 26-07- Smoking and Vaping Prohibition
2. Ch_2022-213 Vaping and Smoking
3. Lee County Ord. 25-14
4. Rev. Business Impact Statement- Smoking and Vaping Prohibition Ord. 26-07

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations**:

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 2/19/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/25/2026
William McKannay, Town Manager	Final Approval - 2/25/2026

ORDINANCE NO. 26-07

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING SECTION 18-30 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO PROHIBIT SMOKING AND VAPING IN THE TOWN'S PUBLIC PARKS, AND IN COUNTY PARKS AND BEACHES LOCATED IN THE TERRITORIAL BOUNDARIES OF THE TOWN; DEFINING THE TERMS "SMOKE" AND "VAPE;" EXCLUDING FROM REGULATION UNFILTERED CIGARS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, Florida Statutes, Section 386.209, previously known as the Florida Clean Indoor Air Act ("Act"), pre-empted local governments from regulating smoking in public buildings; and

WHEREAS, in 2022, the Act was amended and renamed as the Florida Clean Air Act, and permitted counties and municipalities to further "restrict smoking within the boundaries of any public beaches and public parks that they own, except that they may not further restrict the smoking of unfiltered cigars. A municipality may further restrict smoking within the boundaries of public beaches and public parks that are within its jurisdiction, but are owned by the county, unless such restriction conflicts with a county ordinance, except that they may not further restrict the smoking of unfiltered cigars."; and

WHEREAS, as amended Section 383.209 now further provides "[t]his section does not preclude the adoption of county or municipal or county ordinances that impose more restrictive regulation on the use of vapor-generating devices than is provided in this part."; and

WHEREAS, Lee County recently adopted Ordinance 25-14 to include vaping as a prohibited activity in its county parks; and

WHEREAS, Bowditch Park, Lynn Hall Memorial Park, and the pier are county parks located in the territorial boundaries of the Town of Fort Myers Beach; and

WHEREAS, the Town's current regulations concerning smoking do not include regulations regarding smoking and vaping in the Town's public parks or beaches; and

WHEREAS, a first reading of the title of this Ordinance occurred at a public hearing before the Town Council on March 3, 2026, and the Town Council voted to approve scheduling a second reading of this Ordinance and a public hearing on April 6, 2026; and

WHEREAS, the Ordinance was advertised in the News Press and a Business Impact Estimate was published on the Town's website on the ___ day of _____, which is 10 days prior to the Town Council's second reading of the title to the Ordinance and public hearing; and

WHEREAS, a second reading of the title to the Ordinance was heard on April 6, 2026 and followed by a public hearing regarding the adoption of this Ordinance; and

WHEREAS, the Ordinance is not in conflict with Lee County Ordinance 25-14 and does not regulate or restrict the use of unfiltered cigars; and

WHEREAS, it is in the best interest of the health and safety of the residents of the Town of Fort Myers Beach for the Town Council to adopt an ordinance to prohibit smoking and vaping in all of the Town's public parks, and beaches, including, Bowditch Park and Lynn Hall Memorial Park and the Lee County's pier, as authorized by Section 386.209, Florida Statutes.

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

SECTION 1. The above "Whereas" clauses are adopted herein by reference.

SECTION 2. Section 18-30 of the Town of Fort Myers Beach Code of Ordinances is hereby amended to read as follows:

Section 18-30. Regulated Behavior

[…]

(f) Smoking and Vaping. Pursuant to F.S. Ch. 386, the Florida Clean Air Act, ~~N~~no person shall smoke or vape within ~~the confines of those recreation centers and community buildings designated by the town manager~~ the boundaries of any public park or public beach in the Town of Fort Myers Beach, including but not limited to Bowditch Park, Lynn Hall Memorial Park, and the pier which are owned by Lee County and located within the territorial boundary of the Town of Fort Myers Beach.

1) The term "smoke" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, with the exception of unfiltered cigars.

2) The term "vape" means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

3) The term "public beach" shall include beach access areas.

SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall become effective upon adoption.

The forgoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put on a roll call vote, the results were as follows:

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John King, Council Member	___
Rebecca Link, Council Member	___
John McLean, 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, Town Attorney

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

CHAPTER 2022-213

Committee Substitute for House Bill No. 105

An act relating to the regulation of smoking by counties and municipalities; revising the title of part II of ch. 386, F.S.; amending s. 386.201, F.S.; revising a short title; amending s. 386.209, F.S.; authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; providing an exception; amending ss. 381.84 and 386.211, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Part II of chapter 386, Florida Statutes, entitled "INDOOR AIR: SMOKING AND VAPING," is renamed "SMOKING AND VAPING."

Section 2. Section 386.201, Florida Statutes, is amended to read:

386.201 Short title ~~Popular name~~.—This part may be cited as ~~by the popular name~~ the "Florida Clean ~~Indoor~~ Air Act."

Section 3. Section 386.209, Florida Statutes, is amended to read:

386.209 Regulation of smoking preempted to state.—This part expressly preempts regulation of smoking to the state and supersedes any county or municipal ~~municipal or county~~ ordinance on the subject; however, counties and municipalities may further restrict smoking within the boundaries of any public beaches and public parks that they own, except that they may not further restrict the smoking of unfiltered cigars. A municipality may further restrict smoking within the boundaries of public beaches and public parks that are within its jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance, except that they may not further restrict the smoking of unfiltered cigars. School districts may further restrict smoking by persons on school district property. This section does not preclude the adoption of county or municipal ~~municipal or county~~ ordinances that impose more restrictive regulation on the use of vapor-generating devices than is provided in this part.

Section 4. Paragraph (h) of subsection (3) of section 381.84, Florida Statutes, is amended to read:

381.84 Comprehensive Statewide Tobacco Education and Use Prevention Program.—

(3) PROGRAM COMPONENTS AND REQUIREMENTS.—The department shall conduct a comprehensive, statewide tobacco education and use prevention program consistent with the recommendations for effective program components contained in the 1999 Best Practices for Comprehensive Tobacco Control Programs of the CDC, as amended by the CDC. The

program shall include the following components, each of which shall focus on educating people, particularly youth and their parents, about the health hazards of tobacco and discouraging the use of tobacco:

(h) *Enforcement and awareness of related laws.*—In coordination with the Department of Business and Professional Regulation, the program shall monitor the enforcement of laws, rules, and policies prohibiting the sale or other provision of tobacco to minors, as well as the continued enforcement of the Florida Clean ~~Indoor~~ Air Act prescribed in chapter 386. The advertisements produced in accordance with paragraph (a) may also include information designed to make the public aware of these related laws and rules. The departments may enter into interagency agreements to carry out this program component.

Section 5. Section 386.211, Florida Statutes, is amended to read:

386.211 Public announcements in mass transportation terminals.—Announcements about the Florida Clean ~~Indoor~~ Air Act shall be made regularly over public address systems in terminals of public transportation carriers located in metropolitan statistical areas with populations over 230,000 according to the latest census. These announcements shall be made at least every 30 minutes and shall be made in appropriate languages. Each announcement must include a statement to the effect that Florida is a clean ~~indoor~~ air state and that smoking and vaping are prohibited except as provided in this part.

Section 6. This act shall take effect July 1, 2022.

Approved by the Governor June 24, 2022.

Filed in Office Secretary of State June 24, 2022.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

LEE COUNTY ORDINANCE NO. 25-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF LEE COUNTY, CHAPTER 20 (PARKS AND RECREATION), ARTICLE II (PUBLIC CONDUCT IN COUNTY PARKS); PERTAINING TO SMOKING AND VAPING AT PUBLIC PARKS AND PUBLIC BEACHES; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Board of County Commissioners of Lee County, Florida (the "Board") is the governing body in and for Lee County, Florida; and

WHEREAS, the Board is authorized pursuant to Chapter 125, Florida Statutes, to enact Ordinances necessary in the exercise of its powers; and

WHEREAS, the Board has adopted Ordinance 18-12, which was amended by Ordinance 18-27 and Ordinance 20-11, pertaining to public conduct in county parks (the "Lee County Parks and Recreation Ordinance"); and

WHEREAS, on August 1, 2023, the Board adopted the "Code of Ordinances of Lee County, Florida," as the official codification of all ordinances of a general and permanent nature; and

WHEREAS, the Lee County Parks and Recreation Ordinance has been codified in the Lee County Code of Ordinances at Chapter 20, Article II; and

WHEREAS, the Board has determined that it is in the interest of the public health, safety and welfare that the Lee County Parks and Recreation Ordinance be amended to prohibit smoking and vaping at all public parks and public beaches, in accordance with Florida Statutes Section 386.209, as amended.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Lee County, Florida that in order to promote the public health, safety and welfare of the citizens of Lee County, Florida the following Ordinance is hereby enacted:

SECTION ONE: AMENDMENT TO CODE OF ORDINANCES, CHAPTER 20

The Code of Ordinances of Lee County, Chapter 20 is amended as follows with strike through identifying deleted text and underline identifying new text.

CHAPTER 20 – PARKS AND RECREATION

ARTICLE II. – PUBLIC CONDUCT IN COUNTY PARKS

Sec. 20-28. Conduct.

[Subsection (a) remains unchanged.]

(b) *Smoking*. Pursuant to F.S. Ch. 386, Florida Clean Indoor Air Act, as amended from time to time, no person shall smoke or vape within the confines of any school property or within the boundaries of any public ~~indoor~~ park ~~facility~~ or public beach. ~~No e-cigarette or vaping use is permitted on school property or indoor park facility.~~

1) The term "smoke" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, with the exception of unfiltered cigars.

2) The term "vape" means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

[Remainder of subsection is unchanged.]

SECTION TWO: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements will apply.

SECTION THREE: SEVERABILITY

It is the Board of County Commissioner's intent that if any section, subsection, clause or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance. The Board of County Commissioners further declares its intent that this ordinance would have been adopted if such unconstitutional provision was not included.

SECTION FOUR: CODIFICATION AND SCRIVENER'S ERRORS

The Board of County Commissioners intend that this ordinance will be made part of the Lee County Code of Ordinances. Sections of this ordinance can be renumbered or relettered and the word "ordinance" can be changed to "section", "article," or other appropriate word or phrase to accomplish codification, and regardless of whether this ordinance is ever codified, the ordinance can be renumbered or relettered and typographical errors that do not affect the intent can be corrected with the authorization of the County Attorney, or the County Manager or his designee, without the need for a public hearing.

SECTION FIVE: MODIFICATION

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

SECTION SIX: EFFECTIVE DATE

This ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State.

Commissioner Hamman made a motion to adopt the foregoing ordinance, seconded by Commissioner Mulicka. The vote was as follows:

Kevin Ruane	Aye
Cecil L Pendergrass	Absent
David Mulicka	Aye
Brian Hamman	Aye
Mike Greenwell	Aye

DULY PASSED AND ADOPTED this 17th day of June, 2025.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Kevin Ruane, Chair BRIAN HAMMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

FLORIDA COUNTY ORDINANCE DATA RETRIEVAL SYSTEM
CODRS CODING FORM

COUNTY: Lee COUNTY ORDINANCE #: 25-14

(e.g.,93-001)

PRIMARY KEYFIELD DESCRIPTOR: Smoking & Vaping

SECONDARY KEYFIELD DESCRIPTOR: Parks

OTHER KEYFIELD DESCRIPTOR: Beaches & Shores

ORDINANCE DESCRIPTION: Smoking & Vaping in Parks & Beaches

(25 Characters Maximum Including Spaces)

ORDINANCES AMENDED: (List below the ordinances that are amended by this legislation. If more than two, list the most recent two.)

AMENDMENT #1: Lee County Code of Ord. Sec. 20-28

AMENDMENT #2:

ORDINANCES REPEALED: (List below the ordinances that are repealed by this legislation.)

REPEAL #1: ; REPEAL #3:

REPEAL #2: ; REPEAL #4:

(FOR OFFICE USE ONLY): COUNTY CODE NUMBER:

KEYFIELD 1 CODE: KEYFIELD 2 CODE:

~~KEYFIELD 3 CODE:~~

Rev. 09/11/02
CODING

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

June 23, 2025

Kevin Karnes
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Dear Kevin Karnes:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Lee County Ordinance No. 25-14, which was filed in this office on June 23, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

RECEIVED
By Latasha Seth at 2:55 pm, Jun 23, 2025

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

VIA HAND DELIVERY

DATE: June 17, 2025

TO: Commissioner Ruane
Chair, Board of County Commissioners

FROM: Amanda L. Swindle
Assistant County Attorney, Senior

RE: **Ordinance No. 25-14**
Public Hearing to Amend Ordinance to Prohibit Smoking & Vaping at County Parks and Public Beaches
Agenda Item 9:30PH60 - June 17, 2025

Attached, approved as to form, please find the original of the above-referenced ordinance adopted by the Board of County Commissioners on June 17, 2025.

The original ordinance is attached to the memorandum for execution. Kindly execute the ordinance at your earliest convenience and then forward to the Records Management Department for filing and transmittal to Tallahassee.

By copy of this memorandum to Claudia Curtin, I request that a clerk attest to the Chair's signature on the attached ordinance and return the fully executed copy with all exhibits to my attention via email.

Insofar as State Statute mandates that the ordinance reach Tallahassee within ten (10) days of the adoption, please expedite the above request so that the ordinance arrives in Tallahassee no later than June 27, 2025. Also attached please find the Data Retrieval form to accompany the ordinance when transmitted to the State.

Thank you for your prompt attention to this matter.

Attachment

VIA EMAIL ONLY:
Samantha Westen, Executive Assistant
Rose Bahena, Administrative Specialist, Senior
Claudia Curtin, Records Program Manager
leeclerkminutes@leeclerk.org
Lauren Schaefer, Legal Administrative Specialist (for ordinance history)

2025 JUN 20 PM 12:52
MINUTES OFFICE
RECEIVED

Lee County
Southwest Florida

AGENDA ITEM REPORT

DATE: June 17, 2025
DEPARTMENT: County Attorney
REQUESTER: Amanda L. Swindle
TITLE: Conduct Public Hearing to Amend Ordinance to Prohibit Smoking, Vaping at County Parks, Public Beaches

---

I. MOTION REQUESTED

Conduct Public Hearing to Amend Chapter 20 of the Lee County Code of Ordinances, Parks & Recreation, to Prohibit Smoking & Vaping at County Parks & Public Beaches.

II. ITEM SUMMARY

Currently, Chapter 20 of the Lee County Code of Ordinances prohibits smoking at schools and indoor park facilities. This amendment will expand the prohibition to smoking and vaping at all county parks and public beaches, with certain exceptions, in accordance with Florida Statutes Section 386.209, as amended. The ordinance will continue to be enforced by Parks & Rec, including the appeal process. The fine schedule will continue to be $100, $200, and $300 for a first, second, and third offense.

The Executive Regulatory Oversight Committee reviewed the proposed amendment to the Code on May 14, 2025, and voted 6-1 to recommend its adoption.

III. BACKGROUND AND IMPLICATIONS OF ACTION

Florida Statutes Section 386.209 has generally preempted the regulation of smoking to the state, with certain exceptions, including the ability for local governments to prohibit smoking at schools and indoor park facilities. The statute was amended in 2019 to further allow local governments to prohibit smoking and vaping at all county parks and public beaches. Unfiltered cigars are exempt under the statute.

Currently, Chapter 20 of the Lee County Code of Ordinances prohibits smoking at schools and indoor park facilities. This amendment will expand the prohibition to smoking and vaping at all county parks and public beaches, with certain exceptions, in accordance with Florida Statutes Section 386.209, as amended. The ordinance will continue to be enforced by Parks & Rec, including the appeal process. The fine schedule will continue to be $100, $200, and $300 for a first, second, and third offense.

The Executive Regulatory Oversight Committee reviewed the proposed amendment to the Code on May 14, 2025, and voted 6-1 to recommend its adoption.

IV. FINANCIAL INFORMATION

Current Year Dollar Amount:	No funding required.
Included in the Current Budget?:	N/A
Fund:	N/A
Comments:	

Is this a revenue or expense item? No
Is this Discretionary or Mandatory? Discretionary
Will this item impact future budgets? No
Program:
Project:
Account Strings:
Fund Type?

V. RECOMMENDATION

Approve

ATTACHMENTS:
Smoking Vaping Ordinance, FAIS - Smoking & Vaping, Business Impact Statement - Smoking and Vaping

REVIEWERS:

Sandra Kokotilo, County Attorney	Created/Initiated - 6/4/2025
Amanda Swindle, County Attorney	Approved - 6/5/2025
Richard Wesch, County Attorney	Approved - 6/5/2025
Mack Young, Parks & Recreation	Approved - 6/9/2025
Anne Henkel, Budget Services	Approved - 6/9/2025
Peter Winton, County Manager	Final Approval - 6/9/2025

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Fort Myers Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING SECTION 18-30 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO PROHIBIT SMOKING AND VAPING IN THE TOWN'S PUBLIC PARKS, AND IN COUNTY PARKS AND BEACHES LOCATED IN THE TERRITORIAL BOUNDARIES OF THE TOWN; DEFINING THE TERMS "SMOKE" AND "VAPE;" EXCLUDING FROM REGULATION UNFILTERED CIGARS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance prohibits smoking and vaping in certain public locations within the Town of Fort Myers Beach in order to protect community interests in safety, aesthetic, and cleanliness.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct impact on private, for-profit businesses anticipated.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Zero.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses*).

Not applicable.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-334**

1. **Request**:

Meeting Date: **March 2, 2026**

APPROVAL TO PROHIBIT PARKING ALONG OLD SAN CARLOS BOULEVARD FROM 12:00AM TO 5:00PM ON FRIDAY, MARCH 6, 2026, CLOSURE OF OLD SAN CARLOS BOULEVARD FROM 10:00AM TO 5:00PM FRIDAY, MARCH 6, 2026, AND THE TOWN'S SPECIAL EVENT PERMIT TO CELEBRATE THE TOWN'S 30TH ANNIVERSARY.

Why the action is necessary:

Town Council approval is needed for the closures.

What the action accomplishes:

Approves the closure of parking spots along Old San Carlos Boulevard, and of Old San Carlos Boulevard for the event.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA	Other	Abigail Eberhart

5. **Background**:

As part of the Town's 30th Anniversary Celebration on Friday, March 6th, 2026, the Town is requesting the approval of the closure of all parking spots along, and of, Old San Carlos Boulevard, for the event.

The Town's Special Event Application is attached for reference and more details on the celebration.

Attachments:

1. 260141_FMB 30th Anniversary

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations**:

Approve

8. **Recommended Approval**:

Amy Baker, Town Clerk	Created/Initiated - 2/24/2026
Joe Onzick, Finance Director	Approved - 2/24/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/25/2026
William McKannay, Town Manager	Final Approval - 2/25/2026

Town of Fort Myers Beach
Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

- [x] A **completed** application is to be turned in 45 days **prior** to the event or a $5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.
- [x] All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.
- [x] If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.
- [x] Detailed description of entire event including set up and breakdown
- [x] Letters of permission if using someone else's property for event.
- [x] Site plan – marked off with placement of objects (chairs, tables, tents, etc.)
- [x] Parking Plan – if applicable
- [x] Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder
- [x] A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Jessie Rasti

Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Name of event Town of Fort Myers Beach 30th Anniversary Celebration.
Attach separate sheet of paper with detailed description of event

Date(s) and times of event March 6th 2-3pm

Address of event Bayside Veterans Park.

Expected # of participants/attendees 200 - 300

Sponsoring Organization Town of Fort Myers Beach.

Organization address 6231 Estero Blvd.

Contact Person/Phone# 239.

E-mail traci.kohler@fmbgov.com

Amplified Music Y☐ N☒ 500 Ft Notifications _____ Copy of Letter _____

Renting Town Property Y☐ N☒ Renting Parking Spaces Y☐ N☒

How many Spaces?_____ How many hours_____

Extension of Premises? Y☐ N☒ ABT Form_____ How many days?____ (Over 3 days needs to go to Council)

Letters of Permission to use Property_____

Letters of Permission to use Parking_____ Parking Plan_____

Site Plan _____ Insurance _____ (Naming Town of FMB as Certificate Holder)

Requesting Water Y☐ N☐ Electric Y☐ N☐

Requires Council Approval:
Waiver of open container Y☐ N☒ Waiver of Town parking fees Y☐ N☒

Waiver of Noise Ordinance Y☐ N☒ Recurring Event Y☐ N☒

Applicant Signature Traci Kohler

Printed Name Traci Kohler

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

☐	Small Outdoor/Indoor Event	☒	Large Outdoor/Indoor Event	☐	Firework Display

Date of Application: 2/17/24	Date of Event:	
Location: Bayside Veterans Park		
Event Start Date/Time: 3/6/24 2:00	Event End Date/Time: 3/6/24 5:00	
Setup Date: 3/6/24	Setup Time: 11	Inspection Time:
Event Sponsor: Town of Fort Myers Beach		
Sponsor Contact:	Sponsor Phone #:	Sponsor Email:
Anticipated Number of Attendees: 200	Anticipated Number of Event Workers:	
Will there be carnival or mechanical rides:	Number of Stages: 1	
Total Number of Vendors:	Total Number of Hot Food Vendors:	
Number of Tents larger than 20 x 20:	Number of 10 x 10 Tents: 4 see attached.	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Tracie Raski
Submitting Party Name (Print)

Tracie Raski
Submitting Party Name (Sign)

Date:

Applicant to Complete:

Company managing trash removal: Town will handle trash.

No. of dumpsters: _____ **Type of dumpsters:** _____

Who is responsible for clean-up and payment: _____

_____

City right-of-way Parking Use: _____ **Number of spaces:** _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

_____

_____

Approval: _____ **Date:** _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

_____

Approval: _____ **Date:** _____

FORT MYERS BEACH FIRE DEPT
100 Voorhis Street · Fort Myers Beach, Florida 33931 **Tel (239) 590-4210**

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

prevention@fmbfire.org – **For Fire Department Handbook and additional application.**

LEE COUNTY SHERIFF'S DEPT **Tel (239)477-1830 Fax (239)432-0268**
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: _____

Deputies (how many?)_____

Traffic Control: _____

_____

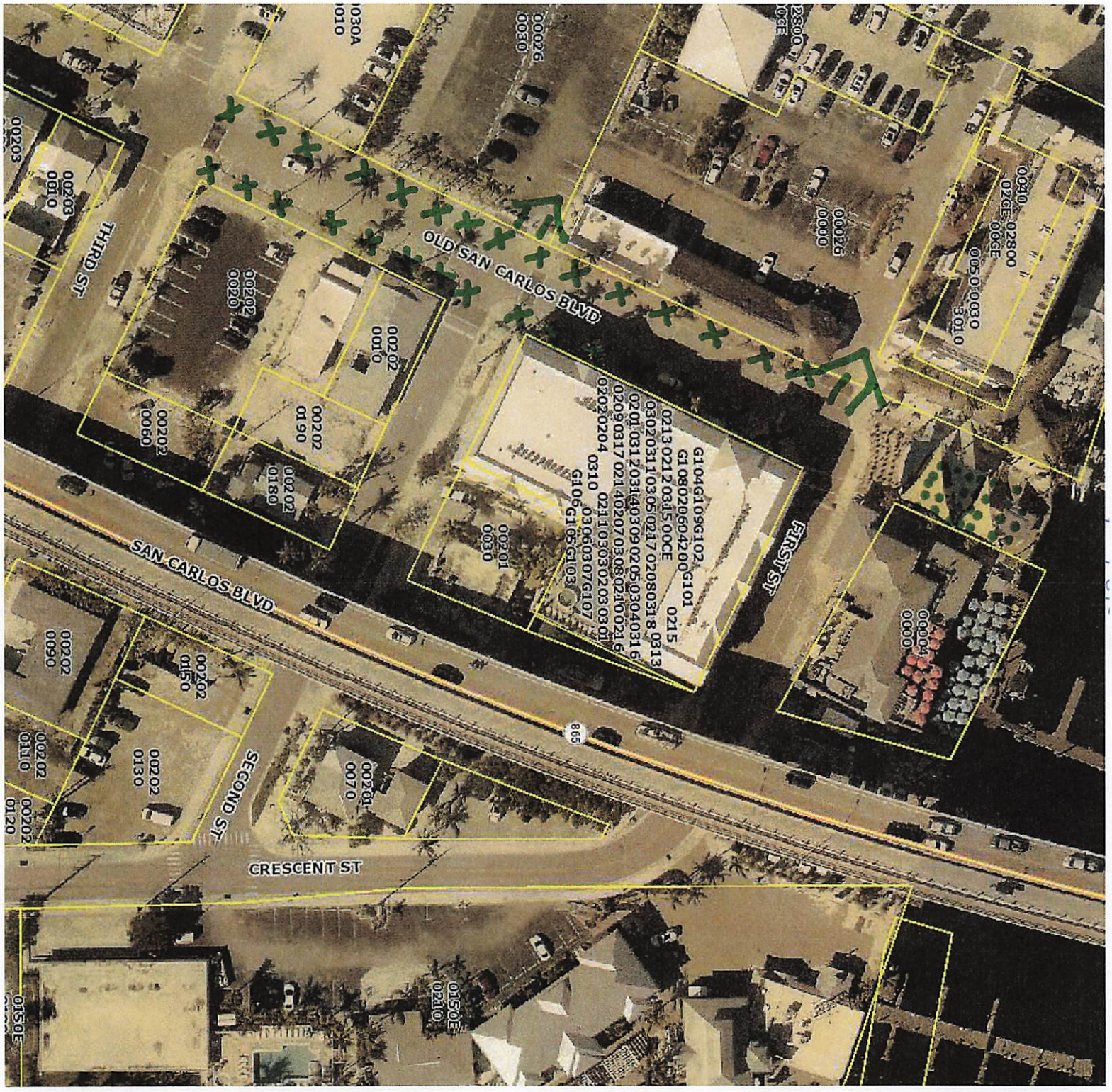
Fees: _____

Special Arrangements: _____

_____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

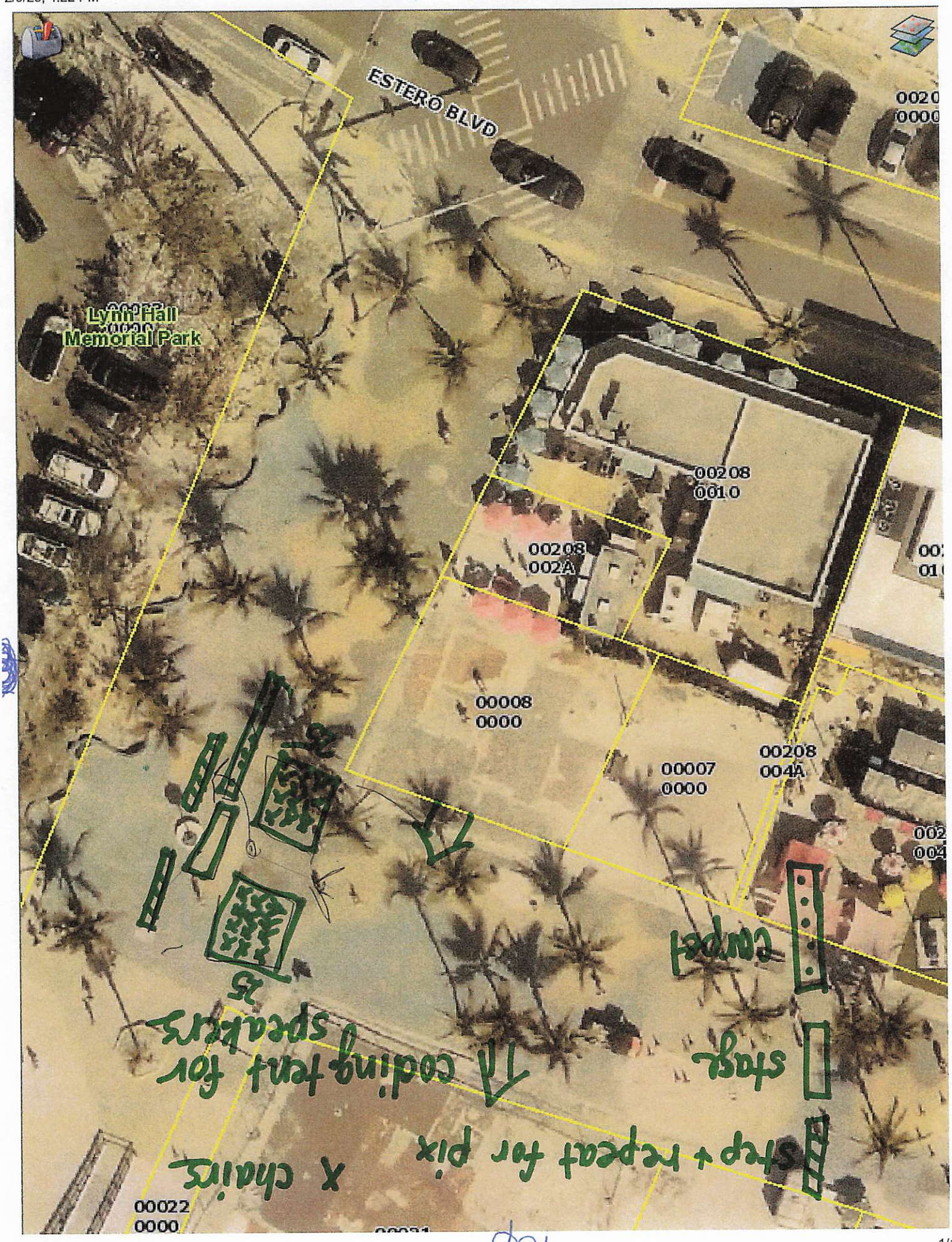


x = display area:
historical walk
art display

↑↑ = tent area

□ = porta-potty
next to Surf Style

• equal chairs
on stage +
ground level
Bayside Park


ESTERO BLVD
Lynn Hall
Memorial Park
00208
0010
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002A
00008
0000
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0000
00208
004A
00022
0000
stage
carpet
15
11 coding tent for speakers
Step + repeat for pix
x chairs

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-355**

1. **Request:**

Meeting Date: March 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ENCOURAGING AND PROVIDING COMMUNITY SUPPORT FOR THE TOWN OF FORT MYERS BEACH COMMUNITY PROJECT FUNDING REQUESTS FOR FISCAL YEAR 2027 AND AUTHORIZE THE TOWN MANAGER TO DETERMINE FINAL APPROPRIATION REQUESTS AND SUBMIT IN COORDINATION WITH AND THROUGH THE TOWN'S FEDERAL LOBBYIST; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Community Support is required for the appropriation process.

What the action accomplishes:

Provides documentation of community support and authorizes the Town Manager and Federal Lobbyist to determine the final appropriation amounts and submit those to Congressman Donald's office.

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**
Resolution

4. **Submitter of Information:**

---

5. **Background:**

The Town of Fort Myers Beach has the opportunity to submit Community Project Funding Requests through the assistance of the Town's Federal Lobbyist Team for potential federal appropriation funding in the 2027 Fiscal Year through Congressman Byron Donald's office. As part of the funding request process, the Town must provide demonstration of community support in which this Resolution will help provide.

As the community has demonstrated its resiliency over the past few years to build back stronger and better, the Town is seeking support for funding for continued mitigation and strengthening through two projects involving the installation of an emergency generator at the Town of Fort Myers Beach Town Hall and continued stormwater and utility improvements and repairs.

Attachments:

1. 26-059, Community Project FY27 Appropriations Support

Financial Impact:

The stormwater project does not require a match, and the generator project would require a 25% match.

6. **Alternative Action**

Deny the Resolution and Do Not Authorize the Submission of Community Projects for this year.

7. **Management Recommendations:**

Approve and Authorize.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison Created/Initiated - 2/25/2026

nancy stuparich, Town Attorney	Approved - 2/25/2026
Joe Onzick, Finance Director	Approved - 2/25/2026
nancy stuparich, Town Attorney	Approved - 2/25/2026
Amy Baker, Town Clerk	Approved - 2/25/2026
William McKannay, Town Manager	Final Approval - 2/25/2026

RESOLUTION NUMBER 26-059

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ENCOURAGING AND PROVIDING COMMUNITY SUPPORT FOR THE TOWN OF FORT MYERS BEACH COMMUNITY PROJECT FUNDING REQUESTS FOR FISCAL YEAR 2027 AND AUTHORIZE THE TOWN MANAGER TO DETERMINE FINAL APPROPRIATION REQUESTS AND SUBMIT IN COORDINATION WITH AND THROUGH THE TOWN'S FEDERAL LOBBYIST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Fort Myers Beach ("Town") has the opportunity to submit Community Project Funding Requests through the assistance of the Town's Federal Lobbyist Team for potential federal appropriation funding in the 2027 Fiscal Year through Congressman Byron Donald's office; and

WHEREAS, as part of the funding request process, the Town must provide demonstration of community support; and

WHEREAS, Congressman Donalds has been instrumental in the response and recovery of the Fort Myers Beach community; and

WHEREAS, as the community has demonstrated its resiliency over the past few years to build back stronger and better, the Town is seeking support for funding for continued mitigation and strengthening through two projects involving the installation of an emergency generator at the Town of Fort Myers Beach Town Hall and continued stormwater and utility improvements and repairs; and

WHEREAS, the Town Council has determined it is in the best interest of the Town of Fort Myers Beach and its residents and business owners to adopt this Resolution encouraging and providing support for the submission of the Town's two community projects for this next federal fiscal year.

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 findings of the Town Council.

Section 2. The Town Council hereby strongly encourages the submission of and supports the Town's two community projects which further promote the community's resiliency and recovery, authorizes the Town Manager and the Town's Lobbyist Firm GrayRobinson to submit and execute any and all documentation related to the community project funding request process.

Section 3. The Resolution shall be effective upon adoption.

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

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

ADOPTED this 2nd day of March 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, Town Attorney

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-296**

1. **Request:**

Meeting Date: March 2, 2026

Provide direction to Staff to grant or deny relief from Liquidated and Actual Damages to Ahtna Marine & Construction Company for the Town's Beach Renourishment and Hurricane Recovery Project.

Why the action is necessary:

AMCC requested Town Council's consideration regarding the liquidated damages associated with the remaining pay items for the Estero Island Beach Nourishment and Hurricane Recovery Project.

What the action accomplishes:

Town Council provides direction to Staff to grant or deny relief to AMCC for Liquidated and Actual Damages per Estero Island Beach Renourishment and Hurricane Recovery Project contract.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

Joe Onzick, Finance Director, Frankie Kropacek, Community Development Director, Chadd Chustz, Environmental Projects Manager

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5. **Background:**

The original contract time with Ahtna Marine & Construction Company (AMCC) was 180 days. The Notice to Proceed was issued on July 8, 2024, establishing the completion date as January 4, 2025. Ahtna requested 40 days for hurricane delays and the Town granted 38 days based on Coastal Engineering Consultants' (CEC) assessment and recommendation of full weather days. Change Orders 1 and 2 added 24 and 14 days, respectively. This changed the completion date to February 11, 2025. The date of actual substantial completion was August 22, 2025.

LIQUIDATED DAMAGES (LDs)
The Liquidated Damages were calculated as follows.
LDs = 192 days (Feb 11-Aug 22) x $3570 (LD's per day) = **$685,440**

ACTUAL DAMAGES
CEC Consulting Fees
Additional Construction Management (192 days) = $38,290
Additional Construction Observations (192 days) = $65,160
Additional Pay Surveys (2 Repeats) = $5,600
Additional Shorebird Monitoring (177 days) = $39,540
Total = **$148,590**

AMCC requested another 12 weather days for downtime experienced between February 12 and March 18, 2025. As these days were outside the Contract Time and were not related to hurricanes or tropical storms, CEC did not recommend these weather days.

Attachments:

1. AMCC Town of Fort Myers Beach Letter
2. 24504 Contract Clauses for LDs

3. 24504 Estero Island Beach Nourish Post-Con Minutes 20251120-rev
4. 24504 PayRequestNo19-20251211-draft
5. Construction Contract ITB-24-03-EN Signed
6. 25-29 Change Order 1 ITB 24-03-EN AHTNA Beach Renourishment Signed
7. 25-83, Change Order 2 AND 3 - ITB 24-03-EN AHTNA Beach Renourishment Signed

Financial Impact:
$834,030.00 in liquidated ($685,440) and actual damages ($148,590) to be retained from final payment to AMCC.

6. **Alternative Action**

7. **Management Recommendations:**
Deny Ahtna Marine & Construction Company's request for relief from Liquidated and Actual Damages.

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 2/13/2026
Frankie Kropacek, Community Development Director	Approved - 2/13/2026
Joe Onzick, Finance Director	Approved - 2/24/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/24/2026
William McKannay, Town Manager	Final Approval - 2/24/2026

Ahtna
Marine & Construction Co.

January 8, 2026
To:
Town of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, FL 33931
Phone: (239) 765-0202

Subject: Request for Consideration – Liquidated Damages Waiver for Estero Island Beach Nourishment & Hurricane Recovery Project (ITB 24-03-EN)

Dear Honorable Town Officials,

On behalf of Ahtna Marine & Construction Company (AMCC), I respectfully request your consideration regarding the liquidated damages associated with the remaining pay items for the Estero Island Beach Nourishment and Hurricane Recovery Project.

Liquidated Damages: 192 Days × $3,570/day = **$685,440**

AMCC recognizes and respects the contractual requirements set forth for this project. At the same time, the work occurred under unusually difficult conditions—many of which were outside the control of both the contractor and the Towns. Throughout these challenges, our priority remained consistent: support the community's recovery, maintain project continuity, and deliver a finished product that meets the expectations of residents, businesses, and visitors.

In requesting your consideration, I would like to highlight the following key factors:

• **Significant Financial Commitment to the Community:**
AMCC completed this effort at a net loss exceeding **$4 million** yet remained dedicated to seeing the restoration through without delay or interruption.

• **NTP Timing and Weather Impacts:**
The delayed Notice to Proceed shifted the schedule into the height of hurricane season, resulting in weather-related challenges that could not reasonably have been avoided.

• **Actions Taken to Maintain Progress:**
When dredging became temporarily infeasible due to environmental and mechanical factors, we continued work through truck hauling at an added cost of more than **$5 million**, avoiding prolonged standstills.

• **Efforts to Protect the Towns from Further Delay:**
Our recovery approach was designed specifically to avoid bonding or legal complications that could have postponed restoration for one to two years—delays neither the Towns nor the community could afford.

• **Flexibility With Sand Sources to Support Schedule:**
AMCC accepted the Town's preferred sand sources from the outset, and when challenges arose, we immediately transitioned to approved alternatives to keep the project on track.

We sincerely appreciate the professionalism and cooperation shown by Town staff and the Engineering Firm throughout a project shaped by severe weather, environmental constraints, and unexpected operational hurdles. Your leadership—from policy decisions to community guidance—played a vital role in keeping this recovery effort moving.

AMCC is proud to have supported the restoration of Estero Island and hopes for the opportunity to continue serving the region in the future. We respectfully request a resolution that acknowledges the extraordinary conditions faced and the good-faith efforts made to complete this important project for the community.

Respectfully,

Kevin Weiss

Digitally signed by Kevin Weiss
DN: E=kweiss@ahtna.net, CN=Kevin Weiss, OU=AMCC, OU=Users by Company, OU=AD Corp, DC=adcorp, DC=local
Date: 2026.01.08 09:57:18-05'00'

Kevin JT Weiss
VP, Marine Construction & Dredging
Ahtna Marine & Construction Company, LLC
(907) 748-6649

Liquidated Damages:

5.5 The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **$3,570.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS.

The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage.

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the TOWN estimated at the time of executing the Contract. When the TOWN reasonably believes that substantial completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the Town resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the TOWN after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The TOWN shall have the right to deduct all damages due from final payment request as well as retainage.

SP-8 LIQUIDATED DAMAGES: The Work shall be completed **195 calendar days** from the date specified in the Notice to Proceed. This is the Contract Time. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of components and materials, construction, erection, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

The Town shall issue a Notice of Substantial Completion to the Contractor when it has determined that the Work identified in the Contract has been substantially completed and that the Project is operating satisfactorily. The Town shall provide the Contractor with a punch list within three (3) working days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the Town by the Contractor to meet their obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the Town within 14 additional calendar days of the issuance of the final punch list or Notice of Substantial Completion whichever is later and prior to submittal of the application for final payment. Any costs incurred by the Town (i.e. inspection time) after this period shall be charged to the Contractor.

The Town and the Contractor hereby agree that time is of the essence for this Contract and the Town will suffer damages if the Work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the Town and the Contractor that the determination of the exact value of the damages the Town would suffer due to a delay in the Substantial Completion of the Work would be a difficult, time consuming and costly process. It is therefore, hereby agreed by the Town and the Contractor, that it is in their mutual interest to establish a figure of $3,570 as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the Town, for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the Town and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by Town as the result of a delay in the Substantial Completion of the Work. The Town reserves the right to withhold the total amount of the Liquidated Damages from any payment should the total amount of the Liquidated Damages exceed the amount of the retainage at any time.

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)
- ~29 nests disoriented

Concerns raised:
- Future tilling on the island and its impact on nests and hatchlings.
- High disorientation numbers were attributed to non-compliant lighting (violations), some of which were a result of loss vegetation from hurricane impacts.

FWC Questions & Discussion:

Disorientation Reports (ONA): **FWC** asked about the 69 ONA 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 at various locations along the beach after heavy rains.

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 No Work Zones to help address pipeline placement issues.

COASTAL ENGINEERING CONSULTANTS INC.

Coastal and Marine Engineering
Environmental and Geological Services
Land and Marine Survey and Mapping
Website: www.coastalengineering.com

December 11, 2025 **DRAFT**

Chadd Chustz, Environmental Projects Manager
Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

Re: Estero Island Beach Nourishment and Hurricane Recovery Project
Contract No. ITB-24-03-EN
Pay Application No. 19 Recommendation
CEC File No. 24.504

Dear Chadd:

We are in receipt of and have reviewed Payment Application No. 19 submitted by Ahtna Marine and Construction Company, LLC (Ahtna) for release of retainage, and offer the following recommendations. Based on Coastal Engineering Consultants (CEC) observations and evaluations, data provided by Ahtna, and data provided in the payment application, the WORK has progressed to the points indicated, the WORK is in substantial accordance with the Contract Documents, and the Contractor is entitled to payment in the requested amount as specified below.

Item 1 – Mobilization/Demobilization (100%)

Ahtna has completed mobilization and demobilization of their equipment, ancillary equipment, and mobile office. Based upon observations in the field, Ahtna has completed the removal of the pipeline from the offshore borrow area to the beach and removed the shore-based pipeline corridor from the beach. After review of contractor records and daily reports, and our observations Ahtna has completed all of the acceptance sections of North, Central and Southern beach fill segments and removed all equipment from the project staging areas. CEC recommends approval of the requested amount of $4,317,851.12 equal to 100% of the Bid Item.

Item 2 – Beach Fill (93.19%) (No Change)

Item 2A – North-Central (92.69%) (No Change)

Based upon review of the Contractor records and daily reports, review of CEC acceptance survey, and our observations, Ahtna has placed 583,922 cubic yards of sand in substantial accordance with the Contract Documents. CEC recommends approval of the requested amount of $9,950,030.88 equal to 92.69% of the Bid Item.

Item 2B – South (94.21%) (No Change)

Based upon review of the Contractor records and daily reports, review of CEC acceptance survey, and our observations, Ahtna has placed 297,701 cubic yards of sand in substantial accordance with the Contract Documents. CEC recommends approval of the requested amount of $5,879,594.75 equal to 94.21% of the Bid Item.

Item 3 – Environmental Protection (100%) (No Change)

Based upon review of acceptance surveys, Ahtna has placed 100% of the design volume for the project. CEC recommends approval of the requested amount of $57,550.00 equal to 100% of the Bid Item.

Item 6 – Shorebird Monitoring (100%) (No Change)

Based upon review of acceptance surveys, Ahtna has placed 100% of the design volume for the project. CEC recommends approval of the requested amount of $49,500.00 equal to 100% of the Bid Item.

Item 7 – Submerged Sediment Pipeline Monitoring (75%) (No Change)

Ahtna has completed three out of the four pipeline corridor surveys included in the schedule of values. This item is paid for by the survey. CEC recommends approval of the requested amount of $26,400.00 equal to 75% of the Bid Item.

Item 8 – Turbidity Monitoring (100%) (No Change)

Based upon review of acceptance surveys, Ahtna has placed 100% of the design volume for the project. CEC recommends approval of the requested amount of $286,083.97 equal to 100% of the Bid Item.

Change Order No. 3 – North End Repair (No Change)

Based upon review of the Contractor records and truck tickets and our observations, Ahtna has placed over 6,398 cubic yards of sand in to repair the North End due to Hurricanes Helene and Milton damage. CEC recommends approval of the requested amount of $597,626.39 equal to 100% of the Bid Item.

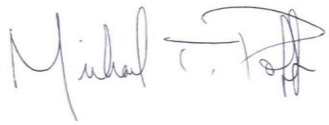
SUMMARY OF PAY REQUEST

Total:	$21,164,637.11
Less Liquidated Damages:	$ 685,440.00
Less Supervision, Inspection, Consulting Fees:	$ 148,590.00
Amount Due To Date:	$20,330,607.11
Less Previous Payments:	$20,106,405.25
Amount Due This Application:	**$ 224,201.86**

We appreciate the opportunity to be of service. If you have any questions, please do not hesitate to call me at (239) 643-2324, extension 126.

Respectfully submitted,

COASTAL ENGINEERING CONSULTANTS, INC.



Michael T. Poff, P.E., President

Contract No. ITB-24-03-EN

Council Award Date: May 6, 2024

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT (also referred herein as "Contract") is made this 20th day of May, 2024 by and between the Town of Fort Myers Beach, Florida, a Florida municipal corporation, whose address is 2731 Oak Street, Fort Myers Beach, Florida 33931, hereinafter called "TOWN," and Ahtna Marine and Construction Company, LLC, an Alaska foreign limited liability company, authorized to do business in the State of Florida, whose address is 444 W. Boynton Beach Blvd. E., Boynton Beach, FL 33435, hereinafter called "CONTRACTOR."

WITNESSETH:

For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall commence and complete all work for ESTERO ISLAND BEACH NOURISHMENT AND HURRICANE RECOVERY PROJECT as more particularly described in the TOWN's ITB-24-03-EN in accordance with the Contract Documents. Generally, the Work consists of excavation, transport, and placement of approximately 950,000 cubic yards of beach compatible sand from a Gulf of Mexico sand source to nourish multiple beach segments on Estero Island and to offset impacts from Hurricane Ian. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents.

ARTICLE 2. CONTRACT SUM

2.1. The TOWN shall pay the CONTRACTOR, in current funds, for the performance of the Work described in Article 1, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of $21,722,385.09, said amount being the Total Base Bid Amount as listed on the CONTRACTOR's Schedule of Values included in its Bid.

ARTICLE 3. PROGRESS PAYMENTS

Based upon applications for payments submitted to TOWN'S Representative by the CONTRACTOR, and Certificates for Payment issued by the TOWN'S representative, the TOWN shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1. Not later than ninety (90) calendar days following the approval of an Application for payment, TOWN will make payment to CONTRACTOR in an amount equal to ninety-five percent (95%) of that portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the TOWN.

3.2. The TOWN shall withhold 5% of each progress payment as retainage until the project is completed.

3.3. Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the TOWN shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

The Term **"Contract Documents"** shall include this Contract, Attachments, the Contractor's Bid, except to the extent it conflicts with any other contractual provision; the Notice to Proceed, the Public Payment and Performance Bond(s); the Bid Package prepared and issued by the TOWN with 4 Addendums; the General Conditions; the Specifications and Drawings; any Special Provisions all Written Amendments to the Contract or any contract document; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any document referenced herein as part of the contract and this Agreement, the terms of this Agreement shall control. A copy of the Contract Documents are or shall be attached as Exhibits to this Agreement, and are incorporated by reference herein as provided in this Article.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1. The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed, to be issued by the TOWN no later than June 3, 2024, unless otherwise agreed by the parties.

5.2. Substantial completion shall be achieved not later than 180 consecutive calendar days from the date of the Notice to Proceed, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS or by written

agreement of the parties.

5.3. Final completion shall be achieved not later than 195 consecutive calendar days from the Notice to Proceed, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.

5.4. Time is of the essence in the performance of this Contract.

Liquidated Damages:

5.5. The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of $3,570 per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS.

The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage.

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the TOWN estimated at the time of executing the Contract. When the TOWN reasonably believes that substantial completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the TOWN resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the TOWN after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The TOWN shall have the right to deduct all damages due from final payment request as well as retainage.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce TOWN to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, the areas of intended construction including surface and sub-surface conditions, and Federal, State and Local laws, ordinances, rules and regulation that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site which may affect cost, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations, tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examination, investigations, test, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by TOWN is acceptable to CONTRACTOR.

ARTICLE 7. GENERAL CONDITIONS

7.1 RESPONSIBILITY OF THE CONTRACTOR.

The CONTRACTOR shall be responsible for the condition of the Work until its release from its obligations. It shall bear all losses resulting to it on account of the amount or character of the Work, the character of the ground or existing underground installation being different from what it anticipated, or on account of the weather or the elements.

Information shown on the Drawings as to the location of the existing utilities has been prepared from the most reliable data available to the TOWN. This information is not guaranteed, however, and it shall be this CONTRACTOR's responsibility to determine the location, character and depth of existing utilities. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from CONTRACTOR's activities. The location of all overhead utilities shall be verified and the TOWN notified on any conflict which might occur. The CONTRACTOR shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and

support as is required.

Caution shall be exercised by the CONTRACTOR in grading operations, as some existing underground utilities have a minimum cover. The CONTRACTOR shall be responsible for replacing any underground facility broken or dislocated during construction for which sufficient underground information has been shown on the plans.

ARTICLE 8. TERMINATION FOR CONVENIENCE

This Contract may be terminated by TOWN for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the date of such termination, an amount prorated in accordance with the work substantially performed under this Agreement. Such amount shall be paid by the TOWN after inspection of the work to determine the extent of performance under this Agreement, whether completed or in progress.

ARTICLE 9. PUBLIC RECORDS

The following provisions are required by §119.0701, Fla. Stat., and may not be amended. CONTRACTOR shall keep and maintain public records required by the TOWN to perform the services required under this Contract. Upon request from TOWN's custodian of public records, CONTRACTOR shall provide TOWN with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if CONTRACTOR does not transfer the public records to TOWN. Upon completion of the Contract, CONTRACTOR may transfer, at no cost, to TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by TOWN to perform the services required under the Contract.

If CONTRACTOR transfers all public records to TOWN upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN, upon request from TOWN's custodian of public records, in a format that is compatible with TOWN 's information technology systems. The failure of CONTRACTOR to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the TOWN may terminate the Agreement.

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

THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2545 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

CONTRACTOR further agrees to indemnify and hold the TOWN harmless against any and all claims, damage awards, and causes of action arising from 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 TOWN 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.

The CONTRACTOR agrees to provide the TOWN, Lee County, and the Florida Department of Environmental Protection, 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 or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1. Final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the TOWN to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. FMB: 013, has been approved by the TOWN.

10.2. Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F) shall have the meaning designated in those conditions.

10.3. The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4. This Agreement may not be assigned except with the written consent of the TOWN, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

10.5. The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that it shall hold harmless and indemnify the TOWN and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract or Work performed thereunder, whether or not due to or caused by negligence of the TOWN, excluding only the sole negligence of the TOWN. This provision shall also pertain to any claims brought against the TOWN by any employee of the CONTRACTOR, or sub-CONTRACTOR(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection. The parties acknowledge the exchange and receipt of additional consideration for this indemnification, which shall survive the termination of this Agreement.

10.6. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or oral.

10.7. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

10.8. No Amendments or changes to the terms or conditions of this agreement shall be valid unless in writing and signed by all parties.

10.9. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Agreement, whether by mediation, litigation, or other agreed to method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the parties arising from this Agreement shall be filed in the 20th Judicial Circuit in and for Lee County, Florida.

10.10. TOWN reserves unto itself the sole authority to execute and authorize the issuance of Change Orders, directives, or other documents to the CONTRACTOR which impact on or change the Contract Time or Price. These actions by the TOWN will be taken after due consideration of the recommendations and analysis of the TOWN's consulting engineer. This provision supersedes any other contradictory provisions in the Contract Documents.

10.11 Any dispute arising out of or relating to any of the Contract Documents or this Agreement shall be first submitted to mediation for resolution. The parties shall mutually agree upon a mediator and equally divide the expenses of such mediation. In the event of an impasse and litigation, the parties agree to each pay their own attorney fees and costs.

10.12 No provision in this contract shall be construed more strongly against either party or in a light less favorable to either party because of who drafted it as a method of contract interpretation.

10.13 The parties recognize that funding in whole or in part for the services authorized by this Contract will be obtained from a grant from the Florida Department of Environmental Protection, Lee County, Florida, a grant from the Florida Department of Emergency Management, and the United States of America Department of Homeland Security Federal Emergency Management Agency (FEMA). CONTRACTOR agrees to comply with any additional requirements that may be required related to the TOWN's receipt of the funding and contractual obligations associated with the funding.

ARTICLE 11. CONTRACT TERMS REQUIRED BY FLORIDA LAW.

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

11.2 **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 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.

11.3. **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 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, 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.

11.4. **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.

Moreover, 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."

11.5 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.

11.6 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.

11.7 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.

In witness whereof, TOWN and CONTRACTOR have signed this agreement in duplicate originals. One original has been retained by the Town Clerk, one original has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by TOWN and CONTRACTOR.

Signed, sealed, and delivered in the presence of:

(Secretary)

Ahtna Marine and Construction Company, LLC

BY: Vice President Westley Gammons
(Title)

Date: 6/5/2024

(Corporate Seal)

TOWN OF FORT MYERS BEACH COUNCIL
FORT MYERS BEACH, FLORIDA

ATTEST:

BY: Amy Baker
Amy Baker, Town Clerk

Date: June 5, 2024

BY: Andrew Hyatt (Jun 5, 2024 14:56 EDT)
Andrew Hyatt, Town Manager

Date: June 5, 2024

APPROVED AS TO FORM

BY: Becky Vose (Jun 5, 2024 16:24 EDT)
Vose Law Firm, Town Attorney

EXHIBITS

(Documents highlighted in bold are attached to the Contract)

1. **General Conditions** (initialed by the parties when contract is signed)
2. **Specifications and Drawings** (initialed by the parties when the contract is signed)
3. **Copy of the CONTRACTOR's Bid**
4. Special Provisions (as contained in the ITB-24-03-EN)
5. Amendments to Contract (if any)
6. The Bid Package prepared and issued by the TOWN. (Available from the Town Clerk.)
7. Copy of the Notice to Proceed (To be inserted as per Contract terms)
8. Copy of the Public Payment and Performance Bond (To be provided when the contract is executed by the parties)
9. Certificates of Insurance (To be provided when Contract is executed)
10. Change Orders (As included in the ITB-24-03-EN, and to be provided as needed)
11. Work Change Directives or Field Orders (As included in ITB-24-03-EN, and to be provided as needed).

EXHIBIT 1 – GENERAL CONDITIONS

ARTICLE 1. PRELIMINARY MATTERS

Titles, Article Headings, Section Headings, Indexes and Table of Contents are given for the sake of clarity; ease of reading and as a guide for ease of reference to specific topics within the General Conditions.

Administration

1.1 The TOWN reserves the right to make final decisions considering any TOWN Consultant's recommendations or interpretations of the Contract Documents. The TOWN's Consultant does not have authority to obligate or commit the TOWN to fund additional expenditures or approve extensions of time over the approved Contract time or price.

Copies of Documents

1.2 The TOWN shall furnish to the CONTRACTOR the number of copies of the Contract Documents specified in the Supplementary Conditions as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction which shall be paid by the CONTRACTOR.

Before Starting Construction

1.3 Before undertaking each phase of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER'S REPRESENTATIVE any conflict, error or discrepancy which the CONTRACTOR may discover, or other information known to the CONTRACTOR and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall assume responsibility for such performance and shall share in costs associated with correction; however, the CONTRACTOR shall not be liable to the TOWN for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.4 Within ten (10) calendar days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review and approval:

1.4.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work:

1.4.1.1 long lead item(s) shall be identified and scheduled accordingly.

1.4.2 a preliminary schedule of Shop Drawing submission; and

1.4.3 a preliminary schedule of values for all of the Work which will include quantities and

prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction on Form No. FMB:011. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission; and specify times for Application for Payment.

1.4.4 a plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.

1.4.5 for informational purposes, a proposed listing of subcontractors to be used for the project.

Pre-Construction Conference

1.5 Within fifteen (15) calendar days after the Effective Date of the Agreement, but before the CONTRACTOR starts the Work at the site, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the TOWN, and Others as appropriate, will be held to discuss the items referred to in paragraph 1.4, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to the Work.

ARTICLE 2. DEFINITIONS

The following definition of terms is provided to establish a common understanding between the parties as to the intended usage, application and interpretation of such terms.

AGREEMENT means the written agreement between the TOWN and the CONTRACTOR covering the Work to be performed; the Agreement is a part of the Contract Documents.

CHANGE ORDERS are written orders to the CONTRACTOR signed by the TOWN, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a written Change Order. A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

COMPLETION (FINAL) means acceptance of the Project by the TOWN as evidenced by its signature upon a final payment Certification Form FMB:014, and approval thereof by the Town of Fort Myers Beach Town Council or their designee. The final payment Certification shall be signed only after the TOWN has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been complied with.

COMPLETION (SUBSTANTIAL) shall mean an acceptance of the Work by the TOWN when construction is sufficiently complete in accordance with the Contract Documents so the TOWN can occupy or utilize the Work or designated portion thereof for the intended use. A certificate of occupancy, issued by the Building Official, is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

CONSTRUCTION is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term includes but is not limited to the repair, replacement modification or construction of buildings, roads, bridges, sidewalks, traffic devices,

parking lots, drainage, underground and overhead utilities.

CONSULTANT is a person or entity lawfully licensed to practice Architecture or Engineering or another profession and registered in the State of Florida, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre.
The term includes the CONSULTANT's authorized representative.

CONTRACT DOCUMENTS consist of the documents as defined in Article IV of the Contract.

CONTRACT PRICE means the total monies payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

CONTRACTOR is the person, firm, joint venture, or corporation with whom the TOWN has contracted and who has the primary responsibility for performance of the work.

DAYS - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER'S REPRESENTATIVE recommendation of final payment (unless responsibility for the protection thereof has been assumed by the TOWN at Substantial Completion in accordance with paragraph 14.5 or 14.6).

EFFECTIVE DATE – The Effective Date of the Agreement is the date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is last signed by the last of the two parties.

FIELD CHANGE ORDER is a written change order requested by the OWNER'S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 5.2 or 5.3, or to emergencies under paragraph 7.20. A Field Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time as provided in Articles 11 and 12.

FINAL ACCEPTANCE means acceptance of the Work by the TOWN upon the expiration of the warranty period as stated in the Contract Documents.

MATERIALS – Includes, but is not limited to, anything used in the process of constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence or addressed to the CONTRACTOR at the place of business stated in the Bid Proposal and deposited in the United States Mail.

NOTICE TO PROCEED is a written instrument issued by the TOWN to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

NOTICE OF AWARD means the written Notice given by the TOWN to the successful BIDDER.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents as stated in Section 15.2, by the TOWN to the CONTRACTOR or by the CONTRACTOR to the TOWN notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

OWNER'S REPRESENTATIVE is the CONSULTANT contracted by the TOWN for Professional Services during the construction phase of this project or a qualified person authorized as his or her official representative, or in the absence of such a contract, the Project Manager will be considered the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the TOWN.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROJECT shall mean the entire improvement contracted for by the Town.

PROJECT MANAGER is an employee or representative of the Town Department which requested the Contract and is a designee authorized by or for that Department who is the representative of the Town Council in matters concerning this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a Town contract with a consultant. The PROJECT MANAGER is not authorized to issue changes to the Contract Sum, Contract Time, or Scope of Work without express approval by the Department Director, Town Manager, or Town Council. The PROJECT MANAGER, within the authority conferred by the Town Council, acting as the TOWN'S designated representative shall initiate written Change Orders, and notification to the CONTRACTOR of any and all changes approved by the TOWN in the CONTRACTOR'S (1) compensation (2) time and/or schedule of service delivery; (3) any Amendment (s) or other change(s) relative to the WORK and ADDITIONAL SERVICES pursuant to this Contract, or AMENDMENTS, or CHANGE ORDERS pertaining thereto. Following TOWN approval, the Project Manager shall coordinate completion of any such documents. The PROJECT MANAGER or designee shall be responsible for acting on the TOWN'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

PROJECT MANUAL means the General Conditions, Supplementary General Conditions, Technical Specifications, and the Bidding Documents.

PROJECT/RESIDENT INSPECTOR - The authorized representative of the TOWN who is assigned to the project as an observer to observe the work and report back to the TOWN and CONSULTANT.

PUBLIC WORKS DIRECTOR means the person employed by the TOWN COUNCIL to serve and act on the TOWN'S behalf as the DIRECTOR of the TOWN'S Public Works Office.

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the CONTRACTOR and incorporated into the
Project.

SUBCONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Subcontractor does not include those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Subcontractor means a Subcontractor or its authorized representative.

SUB-Subcontractor is a person, firm, partnership, corporation, or entity who has a direct or indirect Contract with a Subcontractor to perform any of the Work at the site. The term Sub-Subcontractor means a Sub-Subcontractor or its authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen or vendor.

SURETY is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

TOWN means the Town of Fort Myers Beach, Florida, Florida municipal corporation, its successors and assigns, also referred to as OWNER.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 3. STARTING THE WORK

3.1 Written Notice to Proceed is contingent upon and will be issued subsequent to the CONTRACTOR fully satisfying the TOWN'S insurance and Bond submittal requirements. Until the CONTRACTOR receives the TOWN'S written Notice to Proceed, the CONTRACTOR is

advised that the TOWN will not be liable for any expenses which the CONTRACTOR may incur before the contract is executed and the written Notice to Proceed is issued.

3.2 The Contract time shall begin to run on the date specified in the "Notice to Proceed".

3.3 The CONTRACTOR is required, before commencing the Work, to record in the public records and deliver to the TOWN the Public Construction Bond issued by a surety insurer authorized to do business in the State of Florida as Surety. The Bond shall be in substantially the form specified by State law (Section 255.05, Fla. Stat.), must state the name and principal business address of both the principal and the Surety and must contain a description of the project sufficient to identify it. A copy of the bond shall be posted in a conspicuous place at the project site.

3.4 The TOWN will forward to the CONTRACTOR a Notice of Commencement with instructions to post in a conspicuous spot on the project site.

ARTICLE 4. INTERPRETATION, INTENT, AMENDING AND REUSE OF CONTRACT DOCUMENTS.

4.1 It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

4.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he or she shall immediately call it to the attention of the OWNER'S REPRESENTATIVE in writing before proceeding with the Work affected thereby.

4.3 Any Work that may be reasonably inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

4.4 Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

4.5 In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Documents, as applicable, is as follows:

1. Change Order
2. Standard Form of Agreement/Contract
3. Addenda
4. Supplementary Conditions
5. General Conditions
6. Specifications
7. Drawings
8. Figure Dimensions
9. Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)

The Town may, at its sole discretion, in resolving conflicts, errors or discrepancies, opt to require that the more stringent requirement or that which the Town considers to be in its best interest shall apply, the order of precedence indicated in this paragraph 4.5 notwithstanding.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

4.6 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

4.6.1 a formal Written Amendment,
4.6.2 a Change Order (pursuant to Article 10).
4.6.3 a Field Directive Change (pursuant to Article 10).

As indicated in paragraphs 11.2 and 12.1, the Contract Price and the Contract Time may only be changed by a Written Amendment executed by the parties.

4.7 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations of the Work may be authorized, in one or more of the following ways:

4.7.1 a field Change Order (pursuant to paragraph 9.3)

4.7.2 The OWNER'S REPRESENTATIVE's approval of a Shop Drawing or sample (pursuant to paragraphs 7.21 through 7.25), or

4.7.3 The OWNER'S REPRESENTATIVE's written interpretation or clarification (pursuant to paragraph 9.2).

REUSE OF DOCUMENTS:

4.8 Neither the CONTRACTOR nor any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the TOWN shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the TOWN or their CONSULTANT and the specific written verification or adaptation by the CONSULTANT.

ARTICLE 5. AVAILABILITY OF LANDS: PHYSICAL CONDITION: REFERENCE POINTS

Availability of Lands

5.1 The TOWN will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by the TOWN unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the TOWN'S furnishing these lands or easements entitles him to an extension of the Contract Time, he or she may make a claim therefor as provided in Article 10. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise. The OWNER'S REPRESENTATIVE will, upon request, furnish to the CONTRACTOR copies of all available boundary and topographic surveys as required and sub-surface tests.

Physical Conditions

5.2 Explorations and Reports: Reference is made to the Supplementary Conditions for

identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CONSULTANT and/or the TOWN in preparation of the Contract Documents. These reports are not part of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon the non-technical data, interpretations or opinions contained therein, for the completeness or accuracy thereof for the CONTRACTOR'S purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and in paragraph 5.7, the CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the CONTRACTOR'S request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

5.3 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 5.9) which are at or contiguous to the site that have been utilized by the CONSULTANT and/or the TOWN in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and paragraph 5.7, the CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

5.4 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

5.5 Report of Differing Conditions: If the CONTRACTOR believes that:

5.5.1 any technical data on which the CONTRACTOR is entitled to rely as provided in paragraph 5.2 and 5.3 is inaccurate, or

5.5.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

The CONTRACTOR shall, promptly after becoming aware thereof and before performing any work in connection therewith (expect in an emergency as permitted by paragraph 7.20) notify the OWNER'S REPRESENTATIVE in writing about the inaccuracy or difference.

5.6 OWNER'S REPRESENTATIVE Review: The OWNER'S REPRESENTATIVE will promptly review the pertinent conditions, determine the necessity or obtaining additional explorations or tests with respect thereto and advise the TOWN in writing (with a copy to the CONTRACTOR) of the OWNER'S REPRESENTATIVE'S findings and conclusions.

5.7 Possible Contract Documents Change: If the OWNER'S REPRESENTATIVE and the TOWN conclude that there is a material error in the Contract Documents and a change in the Contract Documents is required, a Field Directive Change, a Field Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

5.8 Possible Price and Time Adjustments: In each case of a material error in the Contract Documents, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

5.9 Physical Conditions - Underground Facilities: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to the TOWN or the CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.9.1 The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 7.17 and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.10 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 7.20) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE.

The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the TOWN'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 7.17. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

Reference Points

5.11 The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Technical Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the TOWN. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 6. BONDS AND INSURANCE

Public Construction Bond

6.1 The CONTRACTOR will execute the Public Construction Bond as security for the faithful performance and payment of all his obligations under the Contract Documents. This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the TOWN. Prior to execution of the Contract Documents, the TOWN may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to insure that the Public Construction Bond is amended accordingly and a copy of the amendment forwarded to CONTRACTS MANAGEMENT.

6.2 If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five (5) calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the TOWN.

6.2.1 If the CONTRACTOR cannot obtain another bond and surety within (5) calendar days, the TOWN will accept, and the CONTRACTOR shall submit, an irrevocable letter of credit drawn on a Lee County, Florida bank until the replacement bond and surety can be obtained.

Qualifications of Surety Companies

6.3 In order to be acceptable to the TOWN, a surety company issuing Bid Guaranty Bonds or 100% Public Construction Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

6.3.1 General

6.3.1.1 All Sureties for the Town of Fort Myers Beach projects must be authorized to do business in the State of Florida and shall comply with the provisions of Florida Statute Section 255.05.

6.3.1.2 Attorneys-in-Fact who sign bid bonds or Public Construction Bonds for Town of Fort Myers Beach projects must file with such bond a certified copy of their Power of Attorney that authorizes the agent to sign such bond.

6.3.1.3 Agents of surety companies must list their name, address, and telephone number on all bonds.

6.3.1.4 All bonds provided to the Town of Fort Myers Beach shall remain in effect for a period of twelve (12) months from the date of final payment and shall include a waiver of alteration to any terms in the Contract, extensions of time and/or forbearance on the part of the TOWN.

6.3.1.5 The amount of the bond shall automatically be reduced from 100% of the contract price to an amount specified in the Supplemental Conditions. If not set forth in the Supplemental conditions, this amount shall be automatically reduced to 40% upon final completion and acceptance by the TOWN.

6.3.2 To be acceptable to the OWNER as Surety on projects not in excess of $500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

6.3.2.1 Surety must have twice the minimum surplus and capital required by Florida Insurance

Code at the time of bid solicitation.

6.3.2.2 Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.

6.3.3 Sureties on projects in excess of $500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best shall comply with the following provisions:

6.3.3.1 The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

6.3.3.2 Surety must have fulfilled all of its obligations on all other bonds previously given to the TOWN.

6.3.3.3 Surety must have a minimum underwriting limitation of $5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

Letter of Credit

6.4 At any time during the life of a letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five (5) calendar days after notification by the TOWN:

6.4.1 replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or

6.4.2 have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.

6.5 At the TOWN'S option, the letter of credit may be replaced by a Public Construction Bond in accordance with the TOWN'S then-existing bond policies.

6.6 Failure to comply with this provision may result in any or all of the following actions by the TOWN:

6.6.1 suspension of the CONTRACTOR'S right to pull building permits and schedule inspections;

6.6.2 a stop work order; and/or

6.6.3 revocation of the Land Development Permit.

Financial Institutions/Letters of Credit

6.7 In order to be acceptable to the TOWN, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

6.7.1 General

6.7.1.1 The face of the letter of credit must be in a format utilizing Town of Fort Myers Beach Standard Form FMB:006 and indicate the following:

6.7.1.1.1 the letter of credit must be "clean" and "irrevocable";

6.7.1.1.2 it must contain an exact expiration date. All letters of credit provided to the Town of Fort Myers Beach shall remain in effect for a period of twelve (12) months from the date of final payment;

6.7.1.1.3 statement of the purpose or project for which the letter of credit is issued;

6.7.1.1.4 a specific amount of the letter of credit, in U.S. dollars, which amount shall be equal to or greater than the amount of the Contract.

6.7.1.1.5 the method of disbursement of draws against the letter of credit;

6.7.1.1.6 the street address where draws against the letter of credit may be made; and

6.7.1.1.7 provide for venue in Lee County, Florida.

6.7.1.2 Verification of the status or certification of any financial institution may be made with:

Department of Insurance and Treasurer
Bureau of Collateral Securities
200 East Gaines Street
Tallahassee, FL 32377-0345
Phone (850) 922-3167

or

Town of Fort Myers Beach Risk Management
2545 Estero Boulevard
Fort Myers Beach, FL 33931
Phone (239) 765-0202

6.7.2 At the time of issuance of the letter of credit, the financial institution must have a minimum "peer group" rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

6.7.3 Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated in 6.7.2 above must be confirmed by a financial institution with either of the minimum ratings indicated in 6.7.2 above.

6.7.4 All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by TOWN staff, and agree to venue in Lee County, Florida.

6.8 These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the TOWN. The CONTRACTOR agreement shall provide for replacement or confirmation in accordance with this policy.

Contractor's Liability Insurance

6.9 The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations are performed by the Contractor, its employees, or by any Sub-Contractor(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

6.10 The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

6.11 The Contractor, throughout the time the Agreement is in effect, shall require and ensure that any and all of its Sub-Contractors and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

6.12 The Contractor shall obtain, have and maintain during the entire period of the Agreement, all such insurance policies as are set forth and required herein.

6.13 In the event that the Contractor engages Sub-Contractors to assist the Contractor in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Contractor shall cover all of the services or work to be provided or performed by all of the Subcontractors engaged by the Contractor. However, in the event the services or work of Sub-Contractors is not covered by the Contractor's insurance policy or policies, it shall be the responsibility of the Contractor to ensure that all Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability as required and set forth in this Article.

6.14 The insurance coverages to be obtained by the Contractor or by Sub-Contractors as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability is understood and agreed to cover any and all of the services or work set forth in the Agreement. In the event the Town shall execute and issue written Change Order(s) authorizing the Contractor to provide or perform services or work in addition to those set forth in the Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Contractor, the compensation established for the Change Order(s) shall include consideration of any increased premium cost incurred by the Contractor to obtain same.

Contractor Required to File Insurance Certificate(s)

6.15 The Contractor shall submit to the Town's RISK MANAGEMENT DIVISION all required insurance certificates for review and approval. After approval by the RISK MANAGER, the Town

will execute the Agreement and issue a written Notice to Proceed. The Contractor may then commence any service or work pursuant to the Agreement. All such Insurance Certificates shall be attached to the Agreement and be incorporated by reference thereto.

6.16 All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

6.17 Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

6.18 Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

6.19 Each Certificate of Insurance shall specifically include all of the following:

6.19.1 The name and type of policy and coverages provided; and

6.19.2 The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

6.19.3 The date of expiration of coverage; and

6.19.4 The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Commercial General Liability Insurance and for Workers' Compensation Insurance); and

6.19.5 A specific reference to the Agreement and the Project to which it pertains. (This requirement may be excepted for Commercial General Liability Insurance).

6.20 The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

6.21 A statement indicating any services or work included in or required under the Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Contractor's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

6.22 Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

6.23 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of the Agreement, the Contractor shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Contractor to provide the

Town with such renewal certificate(s) shall be considered justification for the Town to terminate the Agreement.

6.24 If any of the required insurance coverage(s) expire on the date indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Contractor shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Contractor's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Contractor shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Contractor. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Insurance Coverages Required

6.25 The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

6.25.1 WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

6.25.1.1 Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $500,000 for each accident, whichever limit is greater.

6.25.1.2 Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

6.25.2 COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

6.25.2.1 Minimum limits of $3,000,000 per occurrence and $3,000,000 aggregate for Bodily Injury Liability and a minimum limit of $3,000,000 for Property Damage Liability, or a minimum combined single limit of $3,000,000.

6.25.2.2 Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

6.25.2.3 This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. Town of Fort Myers Beach, it officers and employees shall be included as an Additional Insured.

6.25.2.4 Such additional requirements as may be set forth in the Agreement.

6.25.3 BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

6.25.3.1 Minimum limits of $3,000,000 per person and $3,000,000 per accident for Bodily Injury Liability and a minimum limit of $3,000,000 for Property Damage Liability, or a minimum combined single limit of $3,000,000.

6.25.3.2 Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

6.25.3.3 Such additional requirements as are set forth in the Agreement above.

6.25.4 ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), buildings(s), or structure(s). Any deductible is the responsibility of the CONTRACTOR. The TOWN shall be named as an additional insured.

6.25.5 MARITIME INSURANCE COVERAGE

Maritime coverages with limits of liability of $1,000,000 per occurrence for general maritime law, including but not limited to: Maintenance & Cure; Unseaworthiness, Wrongful death.

6.25.6 SUBCONTRACTORS

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors carry Automobile Liability, General Liability and Workers' Compensation in compliance with statutory limits.

6.26 The CONTRACTOR agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the CONTRACTOR, its agents, employees, subcontractors, etc.

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

7.1 The CONTRACTOR will supervise and direct the Work efficiently. CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

7.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

Labor Material and Equipment

7.3 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents and will at all times maintain good discipline and order at the site.

7.4 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified.

7.5 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

7.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

7.7 In instances where applicable due to the nature of the bid, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form (Part D) being by this reference considered a certification of such fact.

Adjusting the Progress Schedule

7.8 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE, for acceptance, any adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and, in addition, will comply with any provisions of the Contract Documents applicable thereto. The TOWN reserves the right to reject any progress schedule from the CONTRACTOR which, in its judgment, does not appear to devote sufficient resources or manpower to enable the timely completion of the project. If the Town requests that the progress schedule be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the TOWN.

Substitute Materials or Equipment

7.9 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty (30) calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the requirements imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the TOWN who shall be the sole judge of quality. Whether or not the TOWN accepts a proposed substitute, the CONTRACTOR shall reimburse the TOWN for any charges or cost for evaluating any proposed substitute.

Concerning Subcontractors

7.10 The CONTRACTOR will be fully responsible for all acts and omissions of his or her SUBCONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the

Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the TOWN. The TOWN may, upon request, furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.T

7.10.1 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.10.2 The CONTRACTOR agrees to specifically bind every SUBCONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the TOWN.

7.10.3 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the TOWN as trustee.

Patent Fees and Royalties

7.11 The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under the contract, shall be paid by the CONTRACTOR. The CONTRACTOR and its sureties, together with its officers, agents, and employees, shall protect and hold the TOWN harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the CONTRACTOR shall, if requested by the TOWN, furnish acceptable proof of a proper release from all such fees or claims.

7.11.1 Should the CONTRACTOR, its agents, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the CONTRACTOR shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the TOWN, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the OWNER'S REPRESENTATIVE for determination of general conformance to the design concept and the construction contract. Should the TOWN elect to use the substitution, the CONTRACTOR agrees to pay such royalties and secure such valid licenses as may be requisite for the TOWN, its officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

Permits

7.12 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of the bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained

after completion of the guarantee period shall be secured and paid for by the TOWN.

7.12.1 Pursuant to the requirements of F.S. 218.80, the following Town permits and fees are required to be obtained by the contractor.

Building Permit - Fees Paid by Town of Fort Myers Beach
Vehicles on the Beach Permit – Fees Paid by Town of Fort Myers Beach

This is a disclosure of permits and fees required by the Town of Fort Myers Beach for this project and does not relieve the CONTRACTOR of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

7.13 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, CONTRACTOR will bear all cost arising there from; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Licenses

7.14 The CONTRACTOR must be properly licensed and have the proper business tax receipt, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal.

Use of Premises

7.15 The CONTRACTOR will confine its equipment, the storage of materials and equipment, and the operations of its workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

Record Drawings

7.16 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one (1) complete dated set of all changes made during Construction entitled "Record Drawings". Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

Safety and Protection

7.17 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety

precautions and programs in connection with the Work. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.17.1 All employees on the Project and other persons who may be affected thereby;

7.17.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

7.17.3 Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.18 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, CONTRACCTOR will comply with all applicable recommendations of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.; "Roadway and Traffic Design Standards" latest edition published by the Florida Department of Transportation, specifically Index 600-650; and Occupational Safety and Health Administration published by the United States Department of Labor. CONTRACTOR will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in 7.17.2 and 7.17.3 caused directly or indirectly, in whole or in part by the

CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the TOWN, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

7.19 The CONTRACTOR will designate a member of his or her organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

Emergencies

7.20 In the event of emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the TOWN, is obligated to act at its discretion to prevent threatened damage, injury or loss. CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the TOWN and the OWNER'S REPRESENTATIVE determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

Shop Drawings and Samples

7.21 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.

7.22 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

7.22.1 At the time of each submission, the CONTRACTOR will, in writing, call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

7.23 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the TOWN for the review of a shop drawing in excess of two (2) reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or CONTRACTOR assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

7.24 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the TOWN of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.

7.25 The OWNER'S REPRESENTATIVE's approval of Shop Drawings or samples shall not relieve the CONTRACTOR from its responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE's attention to such deviation at the time of submission and the TOWN and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Indemnification

7.26 The CONTRACTOR shall indemnify and hold harmless the TOWN, its officers, agents, and employees from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract.

7.27 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages CONTRACTOR causes to any property of the TOWN. CONTRACTOR shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. CONTRACTOR shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

7.28 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work CONTRACTOR will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the TOWN. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

7.28.1 Storm Preparation – The CONTRACTOR shall case all construction activities and prepare the project site when a storm event is anticipated to affect the locality. The CONTRACTOR shall respond immediately to the notice given by the TOWN for such preparation. Site preparation shall consist of but not limited to the following

a. Remove all construction signs

b. Portable latrines should be removed from the site. If the latrines cannot be removed from the site, they must be laid down on their right side (looking from the front) to prevent waste from leaking out.

c. The construction site must be clear of all loose tools, lumber, metal, aluminum and any other miscellaneous items that could create a hazard during strong wind conditions and/or storm surges. All other construction materials shall be adequately secured on-site.

d. All chains, poles and weights used to block off construction sites, vacant lots and parking lots shall be removed as to not create a hazard during strong wind conditions and/or storm surges.

e. Silt fence posts shall be secured in the ground ten inches (10") as to reduce the potential hazard of the post being uprooted, the silt fence meshing must be a minimum of four inches (4") below ground properly back filled. Other erosion control devices shall be adequately secured so as to not wash out or become a hazard.

7.28.2 If the CONTRACTOR fails to secure the site as provided in the Contract Documents, the TOWN may do so and the cost thereof shall be deducted from the final retainage due the

CONTRACTOR.

Continuing the Work

7.29 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the TOWN. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 13.7 (The TOWN May Stop Work) or as the CONTRACTOR and the TOWN may otherwise agree in writing.

Anti-Discrimination

7.30 The CONTRACTOR for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:

7.30.1 In the furnishing of services to the TOWN hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of race, religion, color, age, sex, national origin, handicap or marital status.

7.30.2 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The CONTRACTOR will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

7.30.3 CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

7.30.4 CONTRACTOR will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the CONTRACTOR shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN to be pertinent to ascertain compliance. The CONTRACTOR shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the TOWN its efforts made toward obtaining said information. The CONTRACTOR shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this CONTRACT.

7.30.5 In the event of breach of any of the above anti-discrimination covenants, the TOWN shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the CONTRACTOR or canceling, terminating or suspending this CONTRACT, in whole or in part.

Additionally, the CONTRACTOR may be declared ineligible for further TOWN contracts by rule, regulation or order of the Town of Fort Myers Beach, or as otherwise provided by law.

7.30.6 The CONTRACTOR will send to each labor union, or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

7.30.7 The CONTRACTOR will include the provisions of paragraphs 7.30.1 through 7.30.6 in every sub-contract under this contract to insure its provisions will be binding upon each Subcontractor. The CONTRACTOR will take such action with respect to any Subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

Misplaced Material

7.31 Should the CONTRACTOR, during the progress of the Work, lose, dump, throw overboard, sink, or misplace any material, plant, or equipment, which in the opinion of the TOWN may be dangerous to, or obstruct navigation, the CONTRACTOR shall recover and remove the same with the utmost dispatch. The CONTRACTOR shall give immediate notice, with description and location of such obstructions, to the U.S. Coast Guard, TOWN and when required, shall mark or buoy such obstructions until the same are removed. In the event of refusal, neglect, or delay in compliance with the above requirements, such obstructions may be removed by the TOWN, and the cost of such removal may be deducted from any money due or to become due to the CONTRACTOR or may be recovered under his bond.

ARTICLE 8. WORK BY OTHERS

8.1 The TOWN may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

8.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the TOWN, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the work.

8.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to it due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the TOWN), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.

8.4 The CONTRACTOR will do all cutting, fitting and patching of its Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and enable it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.

8.5 If the performance of additional Work by other Contractors or the TOWN is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.

ARTICLE 9. OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION

Town's Representatives

9.1 The TOWN shall issue all communications to the CONTRACTOR.

Clarifications and Interpretations

9.2 The TOWN will issue, with reasonable promptness, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the TOWN may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work

9.3 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the TOWN, minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order on form FMB:010 and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

ARTICLE 10. CHANGES IN WORK

10.1 Without invalidating the Agreement, the TOWN may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order on form FMB:009 or Field Directive Change on form FMB:010, the CONTRACTOR will proceed with the Work involved.

10.1.1 All such Work shall be executed under the applicable conditions of the Contract Documents.

10.1.2 If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12.

10.2 Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved Change Order will not entitle CONTRACTOR to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency as provided in Article 7.20.

10.3 It is the CONTRACTOR'S responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the OWNER'S REPRESENTATIVE, by the CONTRACTOR, within ten (10) calendar days of the initiation of the change.

10.4 If additions in the work requested by the TOWN involve addition of a new subcontract or of additional scope of work such that the Town considers it in its best interests, the CONTRACTOR shall:

10.4.1 Obtain cost proposals from multiple potential subcontractors, suppliers or vendors, at Contractor's sole expense, if so required by the Town, in order to help ensure competitive pricing.

10.4.2 Obtain TOWN's prior written approval of any proposed Subcontractor, including Sub-subcontractors, to be utilized who are not already included on the approved list of Subcontractors.

ARTICLE 11. CHANGE IN CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a written amendment to the Contract. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless TOWN allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with paragraph 11.2. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Contract Amendment and approved by the Town Council. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

11.3.3 By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

11.3.4 If none of the above methods is agreed upon, the value shall be determined by the TOWN on the basis of cost of the Work and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved.

In such cases the CONTRACTOR will submit, in the form prescribed by the TOWN, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to the TOWN for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the TOWN. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

Cash Allowances

11.4 It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or SUBCONTRACTORS and for such sums within the limit of the allowances as the TOWN may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.

Unit Price Work

11.5 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

11.6 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item.

11.7 The unit price of an item of Unit Price Work shall be subject to revaluation and adjustment under the following conditions:

11.7.1 if the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CONTRACTOR differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

11.7.2 if there is no corresponding adjustment with respect to any other item of Work; and

11.7.3 if the CONTRACTOR believes that it has incurred additional expense as a result thereof; or

11.7.4 if the TOWN believes that the quantity variation entitles it to an adjustment in the unit price, either the TOWN or the CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 12. CHANGE IN CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order on form FMB:009. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis of a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The TOWN shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the TOWN. The TOWN shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, subcontractors, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.

12.3 The CONTRACTOR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the TOWN, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.

12.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the TOWN in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Subcontractors regardless of the reasons.

12.5 All time limits stated in the Contract Documents are of the essence of the Agreement.

ARTICLE 13. WARRANTY GUARANTEE / ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

13.1 The CONTRACTOR warrants and guarantees to the TOWN that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article for a period of twelve months following final completion and acceptance by the Town. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article. Contractor is to assign any and all warranties or guarantees on equipment, materials, etc. to the TOWN.

Test and Inspections

13.2 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE timely notice of readiness therefore. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

13.3 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

Close Out Procedure

13.4 General Operating/Maintenance Instructions & Manuals

13.4.1 The CONTRACTOR shall organize maintenance operating manual information into four (4) suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar acceptable information shall be included. The CONTRACTOR shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

13.4.2 CONTRACTOR shall arrange for each installer of work requiring continuing maintenance (by the OWNER) or operation, to meet with the OWNER'S personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the

entire work. CONTRACTOR shall include instructions by manufacturer's representatives where installers are not expert in the required procedures. CONTRACTOR shall review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, CONTRACTOR shall demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. CONTRACTOR shall review maintenance and operations in relation to applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.

Access to the Work

13.5 The TOWN and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

Uncovering the Work

13.6 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore as provided in Article 11 and 12.

Town May Stop the Work

13.7 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, the TOWN may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated: however, this right of the TOWN to stop the work shall not give rise to any duty on the part of the TOWN to exercise this right for the benefit of the CONTRACTOR or any other party.

Correction or Removal of Defective Work

13.8 If required by the OWNER'S REPRESENTATIVE prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the TOWN and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten (10) calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and

replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his or her correction, removal or replacement of his defective Work.

One (1) Year Correction Period

13.9 If, after the approval of the final payment and prior to the expiration of one (1) year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the TOWN, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven (7) calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the TOWN may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR. This shall be in addition to, and not in substitution for, the warranty requirement set forth elsewhere in these Contract Documents.

Acceptance of Defective Work

13.10 If, instead of requiring correction or removal and replacement of defective Work, the TOWN prefers to accept it, the TOWN may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the CONTRACTOR to the TOWN.

Neglected Work By Contractor

13.11 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the TOWN may, after three (3) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the TOWN.

ARTICLE 14. PAYMENT AND COMPLETION

Schedule of Values

14.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR will submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the TOWN and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the Estimate and Requisition for Payment form No. FMB:013 prescribed by the TOWN. Unit Price Contracts shall have the bid proposal prices incorporated into the

Estimate and Requisition for Payment.

Application for Progress Payment

14.2 Not more often than once a month, nor less often than specified in the approved payment schedule 1.4.3, and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review the Estimate and Requisition for Payment form No. FMB:011 filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the TOWN'S title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the TOWN of the Work.

Contractor's Warranty of Title

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the TOWN prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments

14.4 The OWNER'S REPRESENTATIVE will, within fifteen (15) calendar days after receipt of each Application for Payment, either indicate approval of payment and deliver the application to the TOWN or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the Application. The TOWN will, within fifteen (15) calendar days after receipt of each approved application for payment, either indicate their approval of payment and pay the CONTRACTOR the amount approved or return the application to the CONTRACTOR through the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

14.4.1 The OWNER'S REPRESENTATIVE's approval of any payment requested in an Application for Payment shall constitute a representation by the OWNER'S REPRESENTATIVE to the TOWN, based on the OWNER'S REPRESENTATIVE'S on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CONTRACTOR is entitled to payment of the amount approved.

14.4.2 The OWNER'S REPRESENTATIVE'S approval of final payment shall constitute an additional representation by the OWNER'S REPRESENTATIVE to the TOWN that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in this

Article 14 have been fulfilled.

14.4.3 The OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if the OWNER'S REPRESENTATIVE is unable to make such representations to the TOWN. OWNER'S REPRESENTATIVE may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the TOWN from loss because:

14.4.3.1 The Work is defective;

14.4.3.2 A portion of such payment is the subject of a dispute or claim that has been filed.

14.4.3.3 The Contract Price has been reduced because of Modifications;

14.4.3.4 The TOWN has been required to correct defective Work or complete the Work in accordance with Article 13, or

14.4.3.5 Of unsatisfactory prosecution of the Work, including failure to clean up as required by Article 7.

Substantial Completion

14.5 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the TOWN does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the TOWN considers the Project substantially complete, a Certificate of Substantial Completion (Form No. FMB:012) will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the TOWN and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time. The TOWN shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the TOWN will allow the CONTRACTOR reasonable access to complete items on the punch list.

Partial Utilization

14.6 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which the TOWN believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the TOWN considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment

and fixing the responsibility between the TOWN and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The TOWN shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the TOWN will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

Final Inspection

14.7 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

Final Inspection for Payment

14.8 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUBCONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

Approval of Final Payment

14.9 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within fifteen (15) calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the TOWN. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The TOWN will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment pay the CONTRACTOR the amount approved by the TOWN and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

14.10 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the TOWN shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Article 6, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment.

Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.11 If liquidated damages are to be deducted from the final payment, the TOWN shall so notify the CONTRACTOR in writing at least seven (7) calendar days prior to the TOWN'S submittal to Finance.

14.12 The Contractor will be required to submit with his or her final payment documents a DBE Participation Certification, Form No. FMB:016 indicating all DBE sub-contractor(s) and amount(s) utilized for the project, if applicable.

If the CONTRACTOR did not utilize the DBE firm(s) listed on the Bid Proposal, Schedule D, a letter of justification, as to why shall be submitted along with the DBE Participation Certification if appropriate.

14.13 Upon receipt of the Contractor Performance Evaluation, the CONTRACTOR will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the project manager. If the evaluation has not been received back from the CONTRACTOR within the seven (7) calendar days, the TOWN will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with Town of Fort Myers Beach Contracts Management.

Contractor's Continuing Obligation

14.14 The CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the TOWN, the issuance of the Certificates of Completion, any payment by the TOWN to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the TOWN, any act of acceptance by the TOWN, any failure to do so, nor any correction of defective Work by the TOWN shall constitute an acceptance of Work not in accordance with the Contract Documents.

Waiver of Claims

14.15 The making and acceptance of final payment shall constitute:

14.15.1 A waiver of all claims by the TOWN against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any guarantees specified therein, and,

14.15.2 A waiver of all claims by the CONTRACTOR against the TOWN other than those previously made in writing and still unsettled.

ARTICLE 15. SUSPENSION OF WORK AND TERMINATION

Town May Suspend Work

15.1 The TOWN may at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the CONTRACTOR. The TOWN shall fix the date on which Work shall be resumed and the CONTRACTOR will resume

the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any TOWN suspension and if he makes a claim thereof as provided in Articles 11 and 12.

Town May Terminate

15.2 If the CONTRACTOR is adjudged bankrupt or insolvent, if CONTRACTOR makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, if he or she files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he or she disregards the authority of the OWNER'S REPRESENTATIVE, or if CONTRACTOR otherwise substantially violates any provisions of the Contract Documents, then the TOWN may, without prejudice to any other right or remedy and after giving the CONTRACTOR and CONTRACTOR's surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the TOWN may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the TOWN to do so, shall promptly remove any part of his or her equipment and supplies from the property of the TOWN; failing, the TOWN shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

15.2.1 In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the TOWN. Such cost incurred by the TOWN will be determined by the TOWN and incorporated in a Change Order.

15.2.2 Where the CONTRACTOR'S services have been so terminated by the TOWN, said termination shall not affect any rights of the TOWN against the CONTRACTOR then existing or which may thereafter accrue.

15.2.3 If so terminated, any retention or payment of monies by the TOWN due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract.

15.2.4 If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of Article 15.2 or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 15.3.

Contractor May Stop Work or Terminate the Contract

15.3 If through no fault of the CONTRACTOR, or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) calendar days

by the TOWN or under an order of court or other public authority, or the OWNER'S REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification as provided in 14.4 or because the TOWN has not made payment on a certificate for payment within the time stated in the Contract Documents, than the CONTRACTOR may, upon seven (7) calendar days written notice to the TOWN and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the TOWN payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

15.4 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the TOWN has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) calendar days written notice to the TOWN and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the TOWN.

15.5 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."

ARTICLE 16. MISCELLANEOUS

General

16.1 All Specifications, Drawings and copies thereof furnished by the TOWN, to the CONTRACTOR, shall remain the TOWN'S property. They shall not be used on another Project.

16.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the TOWN thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

16.3 Should the TOWN or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts a party is legally liable, a claim should be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. This shall not be deemed to waive any immunity from claim on the part of the TOWN, whether it be through sovereign immunity or due to specific provisions set forth in these Contract Documents.

16.4 The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the Fort Myers Beach Code of Ordinances.

Computation of Time

16.5 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

ARTICLE 17. MAINTENANCE OF RECORDS

17.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this Contract. The TOWN and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the TOWN deems necessary during the period of this Contract and during the period of five (5) years hereafter; provided, however, such activity shall be conducted only during normal business hours. The TOWN, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

ARTICLE 18. FEDERAL REQUIREMENTS

18.1 In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, including but not limited to FEMA, it is the intent of the parties to incorporate the specific terms, regulations and requirements governing the disbursement of these funds as provided in the Contract Documents or as may be incorporated by reference and made a part of this Contract as if attached and a part of this Article. The parties acknowledge that FEMA financial assistance will be used to fund all or a portion of this Contract. The CONTRACTOR agrees to and will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The parties acknowledge the federal government is not a party to this Contract and is not subject to any obligations or liabilities to the TOWN, CONTRACTOR, or any other party pertaining to any matter resulting from the contract. 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."

18.1.1 **Remedies for Breach of Contract.** See Article 5 of the Agreement and Article 10 herein.

18.1.2 **Termination for Cause and Convenience.** See Article 8 of the Agreement and Article 15 herein.

18.1.3 **Equal Employment.** 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 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.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The TOWN 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 the above equal opportunity clause is not applicable which does not participate in work on or under the Contract. The TOWN agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTOR and its 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. The TOWN further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the TOWN agrees that if it fails or refuses to comply with these undertakings, FEMA or 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.

18.1.4 **Davis-Bacon Act.**

(1) ***Minimum wages.***

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing

under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
(*2*) The classification is used in the area by the construction industry; and
(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The CONTRACTOR must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(*2*) The classification is used in the area by the construction industry; and
(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the CONTRACTOR to DBAconformance@dol.gov. The Contract Representative, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under this section. The CONTRACTOR must furnish a written copy

of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) ***Unfunded plans.*** If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the Contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2) ***Withholding —***

(i) ***Withholding requirements.*** The TOWN 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 CONTRACTOR or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this Contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same CONTRACTOR. The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same CONTRACTOR, or any other federally assisted Contract that is subject to Davis-Bacon labor standards requirements and is held by the same 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. In the event of the CONTRACTOR'S failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR'S failure to submit the required records as discussed in this section, the TOWN may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with 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) The TOWN for its procurement 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.

(3) ***Records and certified payrolls*** —

(i) ***Basic record requirements*** —

(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the CONTRACTOR and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) ***Certified payroll requirements*** —

(A) ***Frequency and method of submission.*** The CONTRACTOR or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to FEMA if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the TOWN, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to FEMA. The CONTRACTOR is responsible for the submission of all certified payrolls by all subcontractors.

FEMA or CONTRACTOR may permit or require subcontractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the CONTRACTOR, the TOWN, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the Contract has been completed; and the TOWN or CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B) ***Information required.*** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a CONTRACTOR to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the TOWN that maintains such records).

(B) ***Statement of Compliance.*** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor, or the CONTRACTOR or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*) That the certified payroll for the payroll period contains the information required to be provided under this section, the appropriate information and basic records are being maintained under this section, and such information and records are correct and complete;
(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) ***Use of Optional Form WH–347.*** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by this section.

(E) ***Signature.*** The signature by the CONTRACTOR, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) ***Falsification.*** The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31

U.S.C. 3729.

(G) ***Length of certified payroll retention.*** The CONTRACTOR or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) ***Contracts, subcontracts, and related documents.*** The CONTRACTOR or subcontractor must maintain this Contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access —***

(A) ***Required record disclosures and access to workers.*** The CONTRACTOR or subcontractor must make the records required under this section, and any other documents that the TOWN or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the TOWN or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to the TOWN within the time TOWN requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to TOWN. TOWN will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. TOWN will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** CONTRACTOR and its subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the TOWN and FEMA if FEMA is a party to the Contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the Contract, the CONTRACTOR, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to FEMA, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity —***

(i) ***Apprentices*** —

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) ***Equal employment opportunity.*** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The CONTRACTOR or its subcontractor must insert in any subcontracts the clauses contained in this section, along with the applicable wage determination(s) and such other clauses or contract modifications as FEMA 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 CONTRACTOR is responsible for the 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 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.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) ***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 DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(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 the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3. per the standard described above, TOWN must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10)

18.1.5 Copeland "Anti-Kickback Act" - CONTRACTOR and its subcontractors shall comply with

18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of these contract clauses may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

18.1.6 Contract Work Hours and Safety Standards

(1) Overtime requirements. No CONTRACTOR or its 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 work week 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 above 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The TOWN 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 its subcontractor under any such contract or any other federal contract with CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. CONTRACTOR and its subcontractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) CONTRACTOR and its 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.

(6) Records to be maintained under this provision shall be made available by the CONTRACTOR or its 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."

18.1. 7 Clean Air 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 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 (FEMA), and the appropriate Environmental Protection Agency Regional Office. 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

18.1.8 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 TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to FEMA, and the appropriate Environmental Protection Agency Regional Office. 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."

18.1.9 Debarment - This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, 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). The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. 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. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to TOWN, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions."

18.1.10 Bryd Anti-Lobbying Act – CONTRACTOR shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

CONTRACTOR certifies, to the best of its knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of 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 of any federal contract, grant, loan, or cooperative agreement. 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. CONTRACTOR shall require that the language of the 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. CONTACTOR'S certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of a certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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

18.1.11 Procurement of Recovered Materials - 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. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

18.1.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, 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 Contract Provisions Guide 28 (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 TOWN, unless elsewhere in this contract are established procedures for reporting the information.

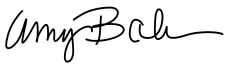
(2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); 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.

18.1.13 Domestic Preference - As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, 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 clause: 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 mean 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.

18.1.14 Audit - In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the TOWN and 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."

18.1.15 DHS Seal, Flags, etc - 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.

Signature: 

Email: AMY@FMBGOV.COM

RESOLUTION NUMBER 25-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #1 OF CONTRACT ITB-24-03-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND AHTNA MARINE AND CONSTRUCTION COMPANY, LLC ADDING 24 DAYS OF CONTRACT TIME TO CONSTRUCT THE ESTERO ISLAND BEACH RENOURISHMENT AND HURRICANE RECOVERY PROJECT; 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 beach as a vital economic and environmental asset for the Town residents and businesses, and

WHEREAS, the Town of Fort Myers Beach recognizes the importance of the beach providing recreational space, native habitat for listed species, and storm impact reduction benefit to upland properties, and

WHEREAS, the Town of Fort Myers Beach is responsible for beach management, restoration and maintenance of the beach in its jurisdiction, and

WHEREAS, the Town Council approved Contract ITB-24-03-EN with Ahtna Marine & Construction Company, LLC for $22,722,385.09 to be competed in 180 days; and

WHEREAS, Hurricanes Helene and Milton caused significant impacts to the Town of Fort Myers Beach and delayed progress on construction; and

WHEREAS, it is in the best interest of the Town to approve the requested Change Order #1 of Contract ITB-24-03-EN to complete the Estero Island Beach Renourishment and Hurricane Recovery Project.

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 Change Order #1 of Contract ITB-24-03-EN between the Town of Fort Myers Beach and Ahtna Marine & Construction Company LLC, adding 24 days to original contract time of 180 days, resulting in a total contract time of 204 days. A copy of the Change Order #1 of Contract ITB-24-03-EN is attached hereto as Attachment "A".

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Council Member Woodson, 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 8th day of January 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (Jan 14, 2025 11:56 EST)

Dan Allers, Mayor

ATTEST:

Amy Baker (Jan 14, 2025 16:31 EST)

Amy Baker, Town Clerk

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

Nancy Stuparich
Nancy Stuparich (Jan 14, 2025 23:03 EST)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 13th day of January, 2025.

TOWN of FORT MYERS BEACH BID NO. **ITB-24-03-EN**

PART E
FMB:011 - CONSTRUCTION CONTRACT CHANGE ORDER

No.: 1

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under $25,000, approval by the Town Council for expenditures over $25,000).

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment and Hurricane Recovery Project

CONTRACTOR: Ahtna Marine & Construction Company, LLC PROJECT NO.:

CONTRACT NO.: ITB-24-03-EN BID NO.: ITB-24-03-EN

CHANGE REQUESTED BY: Ahtna Marine & Construction Co. DATE OF REQUEST: 10/30/2024

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

Description: Weather Delays

Purpose of Change Order: Add time to original contract to address Hurricanes Debby, Helene, and Milton

Attachments: (List documents supporting change) **Ahtna Request for Time (10-30-24)**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $21,722,385.09	Original Contract Time 180 Calendar Days
Previous Change Order No. N/A to No. N/A $0	Net Change from previous Change Orders 0 Calendar Days
Contract Price prior to this Change Order $21,722,385.09	Contract Time prior to this Change Order 180 Calendar Days
Net Increase (Decrease) of this Change Order $0.00	Net Increase (Decrease) of this Change Order 24 Calendar Days
Contract Price will all approved Change Orders $21,722,385.09	Contract Time with all approved Change Orders 204 Calendar Days

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

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: Frank Kropacek
Department Director Date
Frankie Kropacek

Contracts Management

APPROVED:

Town Attorney Date

ACCEPTED

By: Wesley Gammons
Contractor

Date Accepted: 12/02/24

(CORPORATE SEAL)

Wes Gammons

TOWN APPROVAL:

By: Joe Onzick (Jan 14, 2025 11:19 EST)
Finance Director (Under $25,000)
Joe Onzick
Date Approved: _____

By: Andrew Hyatt (Jan 14, 2025 09:14 EST)
Town Manager (Under $25,000)
Andrew Hyatt
Date Approved: _____

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

RESOLUTION NUMBER 25-83

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

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 beach as a vital economic, social, and environmental resource for the Town residents and businesses, and

WHEREAS, the Town of Fort Myers Beach recognizes the importance of the beach providing recreational space, native habitat for listed species, and storm impact reduction benefit to upland properties, and

WHEREAS, the Town of Fort Myers Beach is responsible for beach management, restoration and maintenance of the beach in its jurisdiction, and

WHEREAS, the Town Council approved Contract ITB-24-03-EN with Ahtna Marine & Construction Company, LLC for $22,722,385.09 to be completed in 180 days; and

WHEREAS, the Town Council Resolution Number 25-29 approved Change Order #1 to Contract ITB-24-03-EN adding 24 days of contract time to construct the Estero Island Beach Renourishment and Hurricane Recovery Project due to delays caused by Hurricanes Debby, Helene and Milton;

WHEREAS, the strong winds and waves associated with winter storms during the months of November 2024, December 2024, and January 2025 forced the Ahtna Marine and Construction Company Dredge to shut down operations to seek safe harbor resulting in a loss of 14 working days;

WHEREAS, Hurricanes Helene and Milton caused significant erosion to the constructed and post-construction surveyed segments of the Town of Fort Myers Beach construction project known as The Estero Island Beach Nourishment and Hurricane Recovery Project along the North Segment between Florida Department of Environmental Protection Range Monuments R-174.5 and R182 with the most severe erosion occurring between R-176 and R-179; and

WHEREAS, pre- and post-Storm beach profile surveys indicate the damage to the North Segment of the Estero Island Beach Nourishment and Hurricane Recovery Project from the landward toe of the primary dune to the depth of closure equaled 11,214 net cubic yards eroded between R-174.5 and R-182; and

WHEREAS, the Town of Fort Myers Beach placed approximately 4,059 cubic yards of overwash sand to repair beach erosion between R-176 and R-179 caused by Hurricanes Helene and Milton; and

WHEREAS, 7,155 cubic yards of beach compatible sand delivered, placed and graded between R-176 and R-179 is eligible for reimbursement from FEMA Category G Public Assistance; and

WHEREAS, it is in the best interest of the Town to approve the requested Change Order #2 of Contract ITB-24-03-EN to add 14 contract days to Contract ITB-24-03-EN for a total contract time of 218 days to construct the Estero Island Beach Renourishment and Hurricane Recovery Project; and

WHEREAS, it is in the best interest of the Town to approve the requested Change Order #3 of Contract ITB-24-03-EN to re-construct the R-176 to R179 segment of the Estero Island Beach Renourishment and Hurricane Recovery Project impacted by Hurricanes Helene and Milton using trucked in, mined sand from an approved upland sand source.

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 Change Order #2 of Contract ITB-24-03-EN between the Town of Fort Myers Beach and Ahtna Marine & Construction Company LLC, adding 14 days to amended contract time of 204 days, resulting in a total contract time of 218 days. A copy of the Change Order #2 of Contract ITB-24-03-EN is attached hereto as Attachment "A".

Section 3. The Town Council hereby approves Change Order #3 of Contract ITB-24-03-EN between the Town of Fort Myers Beach and Ahtna Marine & Construction Company LLC, approving reconstruction of the North Segment of the Estero Island Beach Renourishment and Hurricane Recovery Project using trucked-in, mined sand from an approved upland source for a cost not to exceed $631,930.00. A copy of the Change Order #3 of Contract ITB-24-03-EN is attached hereto as Attachment "B".

Section 4. The Town Manager is authorized to execute both Change Order #2 and #3.

The foregoing Resolution was adopted by the Town Council upon a motion by Vice Mayor Atterholt and seconded by Council Member Woodson, 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 3rd day of March 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (Apr 2, 2025 14:33 EDT)

Dan Allers, Mayor

ATTEST:

Amy Baker
Amy Baker (Mar 28, 2025 15:37 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 (Mar 28, 2025 15:42 EDT)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 28th day of March 2025.

TOWN of FORT MYERS BEACH BID NO. **ITB-24-03-EN**

PART E
FMB:011 - CONSTRUCTION CONTRACT CHANGE ORDER

No.: 2

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under $25,000, approval by the Town Council for expenditures over $25,000).

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment and Hurricane Recovery Project

CONTRACTOR: Ahtna Marine & Construction Company, LLC PROJECT NO.:

CONTRACT NO.: ITB-24-03-EN BID NO.: ITB-24-03-EN

CHANGE REQUESTED BY: Ahtna Marine & Construction Co. DATE OF REQUEST: 02/05/2025

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

Description: Weather Delays

Purpose of Change Order: Add time to original contract to address Hurricanes Debby, Helene, and Milton

Attachments: (List documents supporting change) **Ahtna Request for Time (02-05-25)**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $21,722,385.09	Original Contract Time 180 Calendar Days
Previous Change Order No. N/A to No. N/A $0	Net Change from previous Change Orders 24 Calendar Days
Contract Price prior to this Change Order $21,722,385.09	Contract Time prior to this Change Order 204 Calendar Days
Net Increase (Decrease) of this Change Order $0.00	Net Increase (Decrease) of this Change Order 14 Calendar Days
Contract Price will all approved Change Orders $21,722,385.09	Contract Time with all approved Change Orders 218 Calendar Days

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

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: Frank Krupacek
Department Director Date

Deb Glavin
Deb Glavin (Mar 28, 2025 10:11 EDT)
Contracts Management

APPROVED: Nancy Stuparich
Nancy Stuparich (Mar 28, 2025 12:43 EDT)
Town Attorney Date

ACCEPTED

By: Wesley Gammons, VP
Contractor

Date Accepted: 3/6/2025

Wes Gammons

(CORPORATE SEAL)

TOWN APPROVAL:

By: Joe Onzick (Apr 2, 2025 10:24 EDT)
Finance Director (Under $25,000)

Date Approved: 02/04/2025

By:
Andrew Hyatt (Mar 28, 2025 10:40 EDT)
Town Manager (Under $25,000)

Date Approved: _____

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

Date Approved: _____

TOWN of FORT MYERS BEACH BID NO. **ITB-24-03-EN**

PART E
FMB:011 - CONSTRUCTION CONTRACT CHANGE ORDER

No.: 3

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under $25,000, approval by the Town Council for expenditures over $25,000).

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment and Hurricane Recovery Project

CONTRACTOR: Ahtna Marine & Construction Company, LLC PROJECT NO.:

CONTRACT NO.: ITB-24-03-EN BID NO.: ITB-24-03-EN

CHANGE REQUESTED BY: Ahtna Marine & Construction Co. DATE OF REQUEST: 02/21/2025

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

Description: Import sand to address erosion and scour due to Hurricanes Helene/Milton

Purpose of Change Order: Add money to original contract to address Hurricanes Helene/Milton erosion

Attachments: (List documents supporting change) **Ahtna Proposal (02-21-25)**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $21,722,385.09	Original Contract Time 180 Calendar Days
Previous Change Order No. N/A to No. N/A $0	Net Change from previous Change Orders 38 Calendar Days
Contract Price prior to this Change Order $21,722,385.09	Contract Time prior to this Change Order 218 Calendar Days
Net Increase (Decrease) of this Change Order $597,626.39	Net Increase (Decrease) of this Change Order 0 Calendar Days
Contract Price will all approved Change Orders $22,320,011.48	Contract Time with all approved Change Orders 218 Calendar Days

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

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: Frank Krapacek
Department Director Date

Deb Glavin
Deb Glavin (Mar 28, 2025 10:11 EDT)
Contracts Management

APPROVED: Nancy Stuparich
Nancy Stuparich (Mar 28, 2025 10:43 EDT)
Town Attorney Date

ACCEPTED

By: Wesley Gammons
Contractor

Date Accepted: 03 / 12 / 2025

(CORPORATE SEAL)

Wes Gammons

TOWN APPROVAL:

By: Joe Omics
Finance Director (Under $25,000)

Date Approved: 4-2-25

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

Date Approved: _____

By: Dan Allers
Dan Allers (Apr 2, 2025 14:33 EDT)
Mayor, Town Council

02/04/2025

1. **Request:**

Meeting Date: March 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING JR EVANS ENGINEERING, P.A. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND THE SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-25-17-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NEWTON PARK BEACH FACILITY RECONSTRUCTION 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 Newton Park project through the RFQ process.

What the action accomplishes:

Approves the rankings of the three 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, Frankie Kropacek, Community Development Director

5. **Background:**

From the Request for Qualifications: ***The Town of Fort Myers Beach (the "Town") seeks qualifications from professional Landscape Architecture 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 firm selected will provide professional services for the Redevelopment of the Newton Park Beach Facility.***
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 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-25-17-AD, with responses due in October 2025 and the Town receiving four responses from Chen Moore and Associates, EnSite, Inc., Kimley-Horn and Associates Inc., and JR Evans Engineering P.A..

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 13th day of November 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 SAC short-listed three firms were then invited for a public interview and discussion, which occurred on February 11, 2026, in which the Selection Advisory Committee announced and deemed an ordered list of JR Evans Engineering P.A., Kimley-Horn and Associates, and Chen Moore and Associates to be the most responsive and qualified to perform the required services after their evaluation as a recommendation to the Town Manager. The SAC also held a meeting on December 18th to clarify the interview process in preparation of their interview meeting.

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 26-037, SAC Rankings for RFQ-25-17-AD Newton Park Design
2. RFQ-25-17-AD Newton Park
3. Addendum #1 RFQ-25-17-AD Extension (6)
4. Addendum #2 RFQ-25-17-AD (6)
5. Amended Notice of Bid Opening (6)
6. Affidavit of Publication RFQ-25-17-AD Newton Park Eng_Archit.
7. Bid Tabulation RFQ-25-17-AD
8. RFQ-25-17-AD SAC Evaluation Matrix - Combined Totals
9. SAC RFQ-25-17-AD Minutes 11.13.25
10. SAC RFQ-25-17-AD Minutes 12.18.25
11. Chen Moore and Associates Bidding document
12. EnSite Bidding document
13. EnSite Certificate of Insurance
14. EnSite Executed Forms
15. JR Evans Engineering PA Bidding document compressed

16. Kimley Horn and Associates Bidding document
17. Chenmoore Presentation Interviews
18. JR Evans Final_Interview Presentation
19. Kimley-Horn Presentation for Fort Myers Beach Newton Park_2.11
20. DRAFT Selection Advisory Committee Minutes for Newton Interviews- 2.11.26

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 top-ranked firm.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 2/13/2026
Joe Onzick, Finance Director	Approved - 2/24/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/24/2026
William McKannay, Town Manager	Final Approval - 2/24/2026

RESOLUTION NUMBER 26-037

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING JR EVANS ENGINEERING P.A. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-25-17-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NEWTON PARK BEACH FACILITY RECONSTRUCTION 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-25-17-AD entitled "Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction Project" was solicited for the third time in September of 2025 after cancellation of the previous Request for Qualifications; and

WHEREAS, the Town re-solicited this project under RFQ-25-17-AD, with responses due in October 2025 and the Town receiving four responses from Chen Moore and Associates, EnSite, Inc., Kimley-Horn and Associates Inc., and JR Evans Engineering P.A.; 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 13th day of November 2025 to evaluate each firm's qualification and the firms were publicly evaluated based upon the established criteria within the Request for Qualifications document, and the SAC short-listed three firms were then invited for a public interview and discussion; and

WHEREAS, the SAC also held a meeting on December 18th to clarify the interview process in preparation of their interview meeting; and

WHEREAS, the firms were evaluated based upon the established criteria within the Request for Qualifications document and were invited for a public interview and discussion, which

occurred on February 11, 2026, in which the Selection Advisory Committee announced and deemed an ordered list of JR Evans Engineering P.A., Kimley-Horn and Associates, and Chen Moore and Associates to be the most responsive and qualified to perform the required services after their evaluation as a recommendation to the Town Manager, 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 the firms based on the criteria in the bid and recommendation of the Town Manager and finds JR Evans Engineering P.A. 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	___
John McLean, 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 25-17-AD

DATE ISSUED: Wednesday, September 11, 2025

Electronic responses are to be submitted via Demandstar.com

Thursday, October 16th, 2025, by 12:30 PM

To:
TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

QUALIFICATION OPENING: October 16, 2025, at 2:00pm

Fort Myers Beach Engineering & Architectural Services
Newton Park Beach Facility Reconstruction

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 12:30 PM LOCAL TIME on Thursday, October 16, 2025. Responses will be opened at 2:00 PM, October 23, 2025, at a location to be determined. Any responses received by the Town after the above date and time shall remain unopened.

PROJECT: Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

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 Landscape Architecture 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 firm selected will provide professional services for the Redevelopment of the Newton Park Beach Facility.

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 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 Contracts & Procurement Specialist 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 Contracts & Procurement Specialist (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 Newton Park Beach Facility Reconstruction

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-25-07-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 Newton Park Beach Facility Reconstruction

RFQ-25-17-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.

- **Compensation**
  The proposal shall document the fee proposal for the goods and/or services on RFQ Form C.

- **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. Compensation
D. Expertise of personnel
E. Financial resources and capabilities
F. Past contracts with other governmental jurisdictions
G. Past performance records
H. Qualifications of Proposer
I. References
J. Related experience in Florida

K. Technical soundness of RFQ
L. Past history of meetings required time frames
M. Approach to work.

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

Relevant Project Experience Rebuild Historic Park – Newton Park (25 points)

Description: Explain cutting-edge concepts, national best practices, and evidence-based to sustain Newton Park. 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 rebuilding the historic parks infrastructure to withstand extreme weather, flooding, hurricanes, storms and winds. Newton Park provides is an environmental and education recreation area that provides community space and open air classrooms. 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

Hurricane Ian caused catastrophic damage to the Town of Fort Myers Beach, severely impacting its parks and recreation facilities, which serve as critical hubs for community engagement, economic activity, 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 revitalization effort consists of the following project, **Newton Park Beach Facility Reconstruction**, constructing a resilient, environmental and education as well as passive recreation area, while providing for a community space that accents and provides an open-air classroom to replace the historic "Seven Seas" cottage lost to the storm surge.

. Through this solicitation, the Town seeks an experienced, Landscape architecture 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.

Scope of Work

The Town intends to rehabilitate and enhance its parks and recreation infrastructure to increase resilience against future storms, improve community engagement, and ensure compliance with modern flood mitigation and accessibility standards.

A. Newton Park Beach Facility Reconstruction

1. Facility Design & Engineering
    - Develop plans for a new elevated environmental and educational center.
    - Integrate historical and educational components honoring the former Seven Seas cottage.
    - Design ADA-compliant public restrooms and sustainable public spaces.
    - Ensure compliance with FEMA flood standards (BFE +2' minimum) and wind-resistant construction codes.
2. Final Engineering Design & Permitting
    - Develop architectural, structural, mechanical, and electrical designs.
    - Secure all required permits from FDEP, local agencies, and environmental regulators.

B. Procurement and Construction Administration

1. Pre-Construction Services
    - Assist the Town in preparing construction and 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.

C. 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.

D. 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.

E. 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

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Type(s) of Work (code): _____

Firm Name: _____
(As registered with Florida Secretary of State)

Address: _____

City, State, Zip Code: _____ County: _____

Telephone: _____ Fax: _____ Web-site: _____

Contact Person: _____ E-mail: _____

Name of Parent Company (if applicable): _____

Address: _____

Type of Firm: Corporation_____ Partnership_____ Individual_____ Other_____

If Corporation: Date Incorporated: _____ State Incorporated: _____

Date Authorized in Florida: _____ Name of President: _____

If Partnership: Date organized: _____Type: General Limited Other

Name(s) of Partner(s): _____

_____

Florida Secretary of State Document No.: _____

Florida State Board Professional Engineer's Certificate No.: _____ Date: _____

Firm Name: _____
(As registered with Florida Secretary of State)

Federal Employer Identification No. _____

Blanket Professional Liability Insurance: Yes No Amount: $_____

Policy No.: _____ Company: _____

Attach a copy of certificate showing policy number, company, amount and expiration date.

Request for Qualification Submittal for Professional Consultants

Does your firm have a CADD system? Yes No Type: _____

Does your firm have a GIS system? Yes No Type: _____

CERTIFICATION

I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida. I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Town of Fort Myers Beach and filed in case no(s) _____ (if not applicable, enter N/A) with the Clerk of Agency Proceedings. I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act.

_____	_____	_____
Signature	Title	Date

List of Branch Offices in Florida

Please include address, city, zip code, county, contact person, telephone number and e-mail address.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

QUALIFICATION FOR TYPE OF WORK

Name of Firm: _____ **Date:** _____

Code: _____ **Type of Work:** _____

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work

SAMPLE - AGREEMENT FOR
FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES
NEWTON PARK BEACH FACILITY RECONSTRUCTION

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 AECOM Technical Services, Inc. ("Consultant"), whose address is 4415 Metro Parkway, Suite 404, Fort Myers, FL 33916.

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 25-11-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-25-11-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 PROPOSAL

RFQ-25-17-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 9, 2025

EXTENSION

DUE DATE HAS BEEN EXTENDED TO 10/23/2025 AT 9:00 AM LOCAL TIME

OPENING HAS BEEN MOVED TO 10/23/2025 AT 9:30 AM LOCAL TIME

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 2**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 17, 2025

Clarification

For this Request for Qualifications, please disregard Section B. Responders Format (pg. 8), where it lists Compensation and Form C as a requirement or any reference to submit compensation or Form C. Compensation is also listed as an evaluation criterion in Section H. Evaluation Method and Criteria (pg. 10), but is a clerical error and will not be used in evaluating.

Do not include Form C or compensation in response to the Request for Qualifications.

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 "Has the firm

worked for other governmental entities, particularly municipalities?," 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 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.

9. Would the Town remove Compensation and Form C from this RFQ to comply with CCNA? Pursuant to FL Statute 287.055 Section (4) Competitive Selection, "the agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5)" (Competitive Negotiation). This clause is also referenced on page 10 of the RFQ in Section G. Consultant's Competitive Negotiation Act (CCNA). During the last RFQ release, the Town released an Addendum clarifying to write N/A on Form C. Please advise if it is acceptable to do so again.

   - See Clarification above.

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

AMENDED

PUBLIC NOTICE
--- BID OPENING ---

THE TOWN OF FORT MYERS BEACH WILL HOLD A PUBLIC BID OPENING FOR:

Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

RFQ-25-17-AD

Thursday, October 23, 2025, at 9:30 AM

FORT MYERS BEACH TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL 33931

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.

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:

09/05/2025

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 09/05/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26
My commission expires

Publication Cost:	$465.06	
Tax Amount:	$0.00	
Payment Cost:	$465.06	
Order No:	11636799	# 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

SEP 23 2025

Received by:

Page 1 of 2

Request for Qualification –
RFQ-25-17-AD

NOTICE IS HEREBY given that **sealed electronic responses** will be received by the TOWN OF FORT MYERS BEACH electronically through www.demandstar.com until 12:30 PM LOCAL TIME on Thursday, October 2, 2025. Responses will be opened at 1:00 PM, July 31, 2025, at the Town of Fort Myers Town Hall, at 6231 Estero Blvd, Fort Myers Beach, FL 33931. Any responses received by the Town after the above date and time shall remain unopened.

PROJECT: Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

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 Landscape Architecture 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 firm selected will provide professional services for the Redevelopment of the Newton Park Beach Facility.

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 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 Contracts & Procurement Specialist 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 Contracts & Procurement Specialist (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.

September 5,2025

Tabulation Sheet

Agency Name Town of Fort Myers Beach

Bid Number RFQ-RFQ-25-17-AD-0-2025/DG

Bid Name Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Bid Due Date 10/23/2025 09:00:00 Eastern

Bid Opening **Closed**

4 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Chen Moore and Associates	10/22/2025 23:00:15 Eastern	500 West Cypress Creek Road, Suite 630, Ft Lauderdale, FL, 33309	$0.0000	0.0000		Bidding document	✓
2 .	EnSite, Inc.	10/23/2025 07:45:24 Eastern	2401 First Street, Suite 201, Fort Myers, FL, 33901	$0.0000	0.0000		Bidding document	✓
3 .	JR Evans Engineering, P.A.	10/22/2025 16:11:06 Eastern	9961 Interstate Commerce Drive, Suite 230, Fort Myers, FL, 33913	$0.0000	0.0000		Bidding document	✓
4 .	Kimley-Horn and Associates, Inc.	10/22/2025 18:13:22 Eastern	200 South Orange Avenue, Suite 600, Orlando, FL, 32801	$0.0000	0.0000		Bidding document	✓

Town of Fort Myers Beach Selection Advisory Committee Evaluation Criteria (Per RFQ-25-17-AD)						
Firm	**Relevant Project Experience Rebuild Historic Park**	**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**
Chen Moore & Associates						**272**
EnSite, Inc.						**249**
JR Evans Engineering, P.A.						**276**
Kimley-Horn and Associates, Inc.						**281**

Traci

Chen Moore & Associates	24	25	23	14	5	91
EnSite, Inc.	20	15	21	13	4	73
JR Evans Engineering, P.A.	23	22	22	14	6	87
Kimley-Horn and Associates, Inc.	25	24	25	15	5	94

Jeff

Chen Moore & Associates	22	23	25	15	7	92
EnSite, Inc.	20	22	25	12	7	86
JR Evans Engineering, P.A.	23	24	25	15	7	94
Kimley-Horn and Associates, Inc.	23	23	25	15	7	93

Frankie

Chen Moore & Associates	22	23	24	15	5	89
EnSite, Inc.	23	24	23	15	5	90
JR Evans Engineering, P.A.	25	25	25	15	5	95
Kimley-Horn and Associates, Inc.	25	25	24	15	5	94

MINUTES
FORT MYERS BEACH
Selection Advisory Committee

Town Hall Council Chambers
6231 Estero Blvd.
Fort Myers Beach, FL 33931
November 13, 2025

I. CALL TO ORDER

The meeting was called to order at 2:01 p.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-25-17-AD – FMB Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Deputy Clerk Freeman noted that four responses to the qualifications were reviewed by the SAC. Combined scores for each were out of 100 points for a total of 300 possible points.
Chen Moore & Associates had a combined score of 272, Ensite Inc. had a score of 249, J.R. Evans PA had a score of 276 and Kimley-Horn & Associates Inc. scored 281.

MOTION: Director Kropacek moved to have the top three ranked firms deliver presentations to the committee, seconded by Director Hauge.
VOTE: The motion carried unanimously.

The presentations will be scheduled and another SAC meeting for a recommendation will follow.

III. Adjournment

Deputy Clerk Freeman adjourned the meeting at 2:04 p.m.

Adopted _____with/without changes. Motion by_____
(DATE)

Vote _____ Signature_____

DRAFT

MINUTES
FORT MYERS BEACH
Selection Advisory Committee

Town Hall Council Chambers
6231 Estero Blvd.
Fort Myers Beach, FL 33931
December 18, 2025

I. Call to Order

The meeting was called to order at 11:01 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. Approval of Minutes from November 13, 2025

MOTION: Director Kropacek moved to approve the minutes, seconded by Director Hauge.
VOTE: The motion carried unanimously.

III. RFQ-25-17-AD – FMB Engineering & Architectural Services Newton Park Beach Facility Reconstruction
Discussion of Format for Upcoming Interviews/Discussions

Deputy Clerk Freeman noted that typically, 30 minutes are allotted per firm. Committee members usually ask three to five questions and request a presentation.

MOTION: Director Hauge moved that the Selection Committee provide the questions and that the firms submit their presentations before the meeting, seconded by Deputy Manager Kohler.
VOTE: The motion carried unanimously.

Deputy Clerk Freeman noted that the firms to be invited are Chen Moore and Associates, J.R. Evans, PA, and Kimley-Horn Associates.

III. Adjournment

Deputy Clerk Freeman adjourned the meeting at 11:07 a.m.

Adopted _____with/without changes. Motion by_____
(DATE)

Vote _____ Signature_____

Rebuilding Resilience

A new beginning for a stronger community.

Fort Myers Beach Engineering & Architectural Services
Newton Park Beach Facility Reconstruction

Response to Request for Qualifications | RFQ-25-17-AD
October 23, 2025

Town of Fort Myers Beach

cma
chen moore and associates

Chris Counts, FAAR, ASLA, PLA
Vice President, Creative Director
3150 SW 38th Ave, Suite 950 Miami, FL 33146
O: 305.425.1665 M: 305.298.9263 E: ccounts@chenmoore.com

cma
chen moore and associates

October 23, 2025

Re: Response to Request for Qualifications - Newton Park Beach Facility Reconstruction

Town of Fort Myers Beach
6231 Estero Blvd.
Fort Myers Beach, FL 33931

Re: Response to Request for Qualifications - Newton Park Beach Facility Reconstruction

Dear Members of the Fort Myers Beach Selection Committee,

It is with great enthusiasm that we submit this response to the Town of Fort Myers Beach's Request for Qualifications for Engineering and Architectural Design Services for the revitalized Newton park project. As a Florida-based multidisciplinary engineering and planning firm with nearly 40 years of experience, Chen Moore and Associates (CMA) is proud to offer our expertise in resilient design, post-disaster infrastructure restoration, and federally funded project delivery to support the Town in revitalizing this beloved coastal asset that we know the citizens of Fort Myers Beach are eagerly awaiting.

Our vision is to collaboratively work through this process as one team with you. This team is inspired by the structure created for this project and celebrates the Town of Fort Myers Beach for its forward-thinking approach to creating this new, resilient public space. Our design team brings a wealth of design, technical, and project management experience to your project to help achieve its full potential as a vibrant, beautiful, and socially active civic space. Working together with the Town and stakeholders, we are confident that our team is best positioned to fulfill the goals and objectives of the new park in the most robust and inspiring way possible.

In the wake of Hurricane Ian's destruction, the opportunity to rebuild Newton Park is also a chance to reimagine it as a model of coastal resiliency. Our team integrates climate adaptation strategies, nature-based solutions, and sustainable materials to ensure that restored infrastructure can withstand future storms and sea level rise. We also prioritize community connectivity, environmental stewardship, and long-term maintenance in all of our designs.

CMA has a proven track record of successfully restoring public infrastructure following natural disasters across Florida. We have worked alongside local municipalities, regional agencies, and state entities to assess damages, develop recovery strategies, and implement reconstruction projects in tight timelines. Our experience spans everything from coastal park rehabilitation to critical infrastructure restoration. **We understand the urgency, complexity, and emotional significance of rebuilding after a disaster and are committed to helping Fort Myers Beach rebuild stronger.**

CMA has extensive experience navigating the regulatory and reporting requirements of federally funded projects, including those financed through FEMA Public Assistance and Community Development Block Grant–Disaster Recovery (CDBG-DR) programs. Our team is well-versed in grant compliance, documentation standards, procurement protocols, and coordination with federal and state agencies. We understand how to align project scopes and designs with funding requirements to streamline approvals. Our Project Manager, Aleem Ghany, has personally worked on projects in excess of $40M in federal funding over the course of his career.

October 23, 2025

Re: Response to Request for Qualifications - Newton Park Beach Facility Reconstruction

CMA has assembled a highly qualified team of professionals with complementary expertise to deliver an exceptional reconstruction of Newton Park Beach. Leading the design effort is Chris Counts, an award-winning landscape architect and Design Principal with CMA. With over 25 years of experience, Chris specializes in the design of public parks with an emphasis on the experiential dimension of outdoor places. His work reflects a deep commitment to improving the daily lives of people in cities while enhancing the ecological health of the natural environment through the medium of landscape design.

To ensure a holistic and resilient approach, CMA has partnered with the following specialized firms:

- **Cummins Cederberg** – Serving as Coastal Engineer and Resilience Specialist, bringing unmatched expertise in shoreline protection, habitat restoration, and resilient coastal systems.
- **Arcraft Studios** – Providing architectural services with a focus on context-sensitive, inspiring public facilities.
- **Capital Planning Solutions** – Delivering Construction Engineering & Inspection (CEI) services to ensure quality, cost control, and schedule adherence.
- **RWA** – Serving as Civil Engineer and Engineer of Record, with a strong local presence and extensive experience delivering infrastructure projects in Southwest Florida.

This collaborative team combines national expertise with local knowledge to deliver a park that honors the Town's history, meets FEMA and CDBG-DR funding requirements, and sets a new standard for coastal resiliency and public access.

In the following pages, we describe our team, our breadth of experience, and our proposed approach and process. Please consider this a starting point for our conversations with you. And please know that given the opportunity, every member of our team will bring the very best of themselves and their drive to create an inventive, forward-looking, and eminently implementable plan for the Town of Fort Myers Beach.

Sincerely,

Chris Counts, FAAR, ASLA, PLA
Vice President, Creative Director
3150 SW 38th Ave, Suite 950
Miami, FL 33146
O: 305.425.1665
M: 305.298.9263
E: ccounts@chenmoore.com

Chris Counts is an official authorized to negotiate and execute a contract on behalf of Chen Moore and Associates.

Title Page

Request for Qualifications | RFQ-25-17-AD

Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

October 23, 2025

Chris Counts, FAAR, ASLA, PLA
Vice President, Creative Director
Chen Moore and Associates, Inc.
3150 SW 38th Ave, Suite 950
Miami, FL 33146
O: 305.425.1665
M: 305.298.9263
E: ccounts@chenmoore.com

Chris Counts is an official authorized to negotiate and execute a contract on behalf of Chen Moore and Associates, Inc.

CMA Design Principal Chris Counts and Arcraft Studios architect Ted Sottong visiting the site.

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Approach to Providing Services 70
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Please note - the forms enclosed are based on the new RFQ issued by the Town of Fort Myers Beach on September 11, 2025. This RFQ references 'Form D, Proposer's Certification' which appears to be a carry-over from the original RFQ issued on July 1, 2025. We have included this form and can provide any additional forms from the July 31, 2025 submission as needed.

cma
chen moore and associates

Organizational Profile and Qualifications

Chen Moore has nearly 40 years of experience successfully delivering projects for municipal clients in Florida.

Founded in 1986, Chen Moore and Associates, Inc. (CMA) is an awarded Florida Corporation specializing in planning, civil engineering, water and sewer, water resources, electrical engineering, transportation, landscape architecture and irrigation, environmental, and construction administrative services. The firm has its headquarters in Fort Lauderdale, with regional offices in Miami, West Palm Beach, Tampa Bay (St. Petersburg), Orlando (Maitland), and Jacksonville, and additional offices in Jupiter, Port St. Lucie, Sarasota, Gainesville, Tallahassee, Pensacola, Atlanta, Raleigh (Cary), and Knoxville. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. CMA has successfully worked for municipalities across the State for nearly four decades, including experience with federally grant funded projects.

Founded in
1986

CMA Federally Funded Projects
$65+M

Total Staff
160+

Our Services.

- Landscape Architecture
- Civil Engineering
- Transportation Engineering
- Electrical Engineering
- Planning
- Environmental Engineering
- Construction Management

Our Markets.

- Community Advancement
- Land Development
- Water Resources
- Energy
- Transportation
- Water & Wastewater

Client Contact.

Chris Counts, FAAR, ASLA, RLA
Vice President, Creative Director
M: 305.298.9263
E: ccounts@chenmoore.com

CMA recognizes the importance of giving back through its commitment to philanthropy. At all levels of our organization, employees contribute their time and resources to community and profession-related events, making a positive impact beyond our office walls. The CMA Family culture is about quality and excellence in our professional work, while contributing as a leader in our communities in a fun work environment to build relationships and leave a lasting legacy.

Spaces that revitalize communities.

Doral Glades Park - Doral, Florida

Our Landscape Architecture Studio

CMA's Landscape Architecture studio strives to develop context sensitive design solutions incorporating and conserving nature in our urban environments. Our design approach focuses on creating high quality environments for people. Public landscapes, whether in the form of parks, streetscapes, or other municipal facilities, serve multiple purposes. They provide beautification, shade, habitat for wildlife, they improve water quality, and they can serve as educational spaces informing the public of our need to care for our natural resources. They contribute to our physical and mental health, improve our quality of life and enhance the urban experience.

We begin our projects by understanding our client's ability to maintain and operate the spaces we create. The design and its implementation represent a fraction of our work's anticipated life. We work closely with you to make certain inherited facilities can be maintained for the long-term benefit of your community. Landscapes and infrastructure should be sustainable socially, environmentally, and economically.

About CMA - Landscape Architecture

Transformative public space design for more meaningful daily experiences.

Economic Development

CMA believes parks play a vital role in our communities. Parks lay a healthy foundation for community development. They can catalyze community revitalization, engage the community, and support economic development through enhancement of property values and increased municipal revenue. Parks can promote tourism by providing venues for special events, festivals, and sports tournaments and often contain special facilities such as zoos, memorials, or significant cultural artifacts. Socially, parks create safer neighborhoods and provide an environment where people can connect with nature and benefit from physical activity, social interaction, and a cleaner environment raising their quality of life. Physically, our parks shape our environment and help to define our public realm by providing open space that preserves vital ecological functions, protects biodiversity, buffers incompatible land uses, and reduces public costs for stormwater management, flood control, and other forms of public infrastructure.

Advancing Sustainability

As designers and planners, sustainability guides every aspect of our practice. With a vision that moves beyond simply reducing environmental impact, sustainable design seeks to realign the relationship between humans and nature. From projects that make the public realm greener — parks, greenways, and streetscapes — to large-scale systems for sustainability managed districts, we deliver resource strategies for the next generation of urban dwellers.

As a practice, we believe sustainability includes not only environmental outcomes but also health, community well-being, and economic outcomes. Therefore we strive to integrate resiliency measures into every facet of planning. **With recent environmental catastrophes and social stressors in mind, CMA is focused on developing better protections for people, properties, and communities, even as we reduce the amount of natural resources expended in our daily lives.**

Destination Public Spaces

When people engage with public spaces, they do more than support the economy—they build a sense of belonging. We believe the public realm is critical to jumpstart economic growth, boost quality of life, and set the stage for civic engagement. What happens when damaged space turns into a new local destination? By creating this new asset, Fort Myers Beach can improve quality of life. Such investments do more than provoke change in the Town's form: they reconnect us with our history and redefine our way of life. Catalyst infrastructure changes the way we think about the places where we live.

Proof of Licensure

State of Florida
Department of State

I certify from the records of this office that CHEN MOORE AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on November 7, 1986.

The document number of this corporation is J41454.

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 January 9, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2025

Secretary of State

Tracking Number: 5404794539CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

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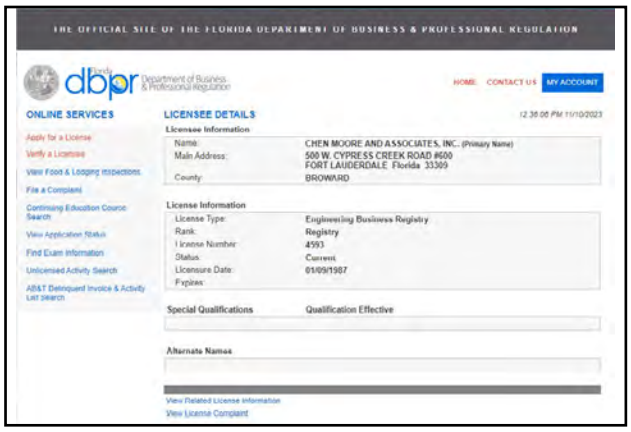

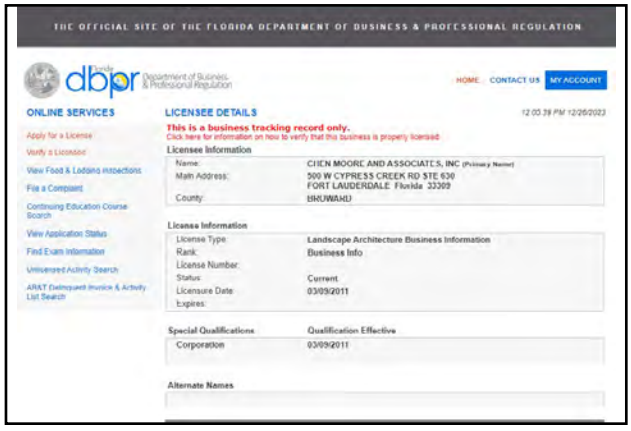

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MOORE, PETER MICHAEL
500 WEST CYPRESS CREEK ROAD
SUITE 600
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THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HARRISON, ERIC DOUGLAS
2865 SE PERU STREET
PORT ST LUCIE FL 34984

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Sample Insurance

CHENMOO-01 SROBERTSON

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DATE (MM/DD/YYYY) 2/5/2025

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.

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PRODUCER	CONTACT NAME: Shelia Robertson
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company	25658
INSURER B : Travelers Casualty and Surety Company of America	31194
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : American Interstate Insurance Company	31895
INSURER E : Crum & Forster Specialty Insurance Company	44520
INSURER F :	

INSURED
Chen Moore & Associates, Inc.
500 W. Cypress Creek Road
Suite 600
Fort Lauderdale, FL 33309

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:			660A365479A	1/1/2025	1/1/2026	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA2W150087-25-47-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUPA7921917	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL3335872025	1/1/2025	1/1/2026	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
E	Professional Liab			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000
E	Contractor Pollution			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Comprehensive Deductible $1,000 / Collision Deductible $1,000

CERTIFICATE HOLDER

~Evidence of Insurance c/o Chen Moore and Associates, Inc.
500 W. Cypress Creek Road
Suite 600
Fort Lauderdale, FL 33309

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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We will coordinate the community's voices.

Listening to the residents of Fort Myers Beach

At Chen Moore and Associates, we understand that the success of the Newton Park reconstruction project will rely heavily on meaningful community engagement. This beloved waterfront park holds deep significance for the residents of Fort Myers Beach, and we are committed to ensuring the voices of the community guide its future. Our team has extensive experience facilitating engagement in post-disaster environments, where emotions run high, and priorities must be balanced with sensitivity and transparency. We excel at creating spaces where community members feel heard and valued, and we will bring that same inclusive approach to the Newton Park process.

Our engagement strategy is rooted in accessibility and diversity. We actively seek participation from all segments of the community including year-round residents, seasonal visitors, business owners, and civic groups to ensure the rebuilt park reflects the shared vision of those it serves. We achieve this through a variety of formats, including in-person charrettes, small group discussions, online surveys, and interactive digital forums. This multi-channel approach is designed to remove barriers to participation, offering opportunities for input at every stage of design, from early visioning through final approvals.

Additionally, our extensive experience with federally funded project programs, allows us to communicate clearly with the public about the opportunities and constraints these funding sources present. We are adept at explaining technical aspects such as resilient design requirements, permitting, and funding timelines in a way that community members can understand and respond to.

This ability not only builds trust but also ensures the public feels a sense of ownership in solutions that are both visionary and achievable.

Our team has led similar processes in the aftermath of hurricanes and other natural disasters, successfully rebuilding public trust and incorporating local priorities into resilient, future-ready designs. For Newton Park, we will ensure the community plays a central role in shaping a park that honors its legacy. **By listening deeply and collaborating openly, we will help Fort Myers Beach not only rebuild but emerge stronger and more united.**

Chen Moore and Associates is committed to an inclusive and transparent engagement process that ensures every voice is heard.

Aerial drone photography taken by CMA team

We will steward the park's natural resources.

The Newton Park project's vision must address the needs of the environment as well as people if it is going to become a place synonymous with Fort Myers Beach's resilience. This unique location is part of an interconnected ecosystem and diverse habitat. Clean water and clean air benefit plants and other animals as well as humans. Our team will provide robust strategies for stewarding the park's natural resources and planning for long-term vitality.

These strategies will all begin with defining the overall sustainability goals for the park.

These goals should be established at a minimum for stormwater management, existing habitats, educational opportunities, and adaptability to change.

Our sustainable engineering specialists will analyze the park and the larger watershed to identify the best locations for stormwater management, with a focus on funding opportunities. This analysis will target pollutant challenges and specific solutions to address them.

Further, we will establish clear concept designs for stormwater features within the park, including places to interweave stormwater management and land art into a landscape that performs sustainably and aesthetically.

We will review existing local habitats to consider enhancements that could lead to healthier, more diverse ecosystems. As we consider plant management strategies and native plant palettes to support more diverse ecosystems, we will look for locations where new habitats can be created. A more diverse native plant habitat will support a more diverse wildlife population, making for a richer park experience.

A healthier park ecosystem will also broaden Newton Park's potential role as an educational venue. Our process will explore how the park's amenities can support the education of local visitors.

Ultimately, the park's capacity to withstand future social and climate challenges will be critical to its success. Our team has deep experience with resilience planning across the State of Florida. As the process advances, we will focus the team's efforts on the many dimensions of resiliency. Our primary goal will be to ensure Newton Park's sustainability for the next century; a healthy, interconnected ecosystem will prove over time to be a significant resource for Fort Myers Beach far beyond its immediate context.

Creating new public space in Fort Myers Beach.

A Thoughtfully Curated Team

We have carefully and consciously assembled a team that we believe is best suited to successfully design, and implement, this project of paramount importance to the residents and visitors of Fort Myers Beach. CMA has been designing public space for nearly 40 years. We have designed and delivered projects in almost every part of the state of Florida. Our size and deep bench allows us to seamlessly work from location to location. We have an unrivaled staff of multi-disciplinary experts, knowledgable in all local codes and regulations in the State. Additionally, we partner with local firms to bolster that expertise.

We have extensive repeat business from a variety of municipal clients across project types. The majority of our business is repeat business.

Our core team consists of **Christopher Counts, FAAR, ASLA, PLA** as Landscape Architecture Design Principal. a Florida registered Landscape Architect and Principal with CMA; **Aleem Ghany, P.E., ENV SP, CFM** as Project Manager. Aleem has nearly 30 years experience in the public sector and has personally worked on $40+M in federally funded post-disaster projects. **Brent Whitfield, P.E., ENV SP** joins the team as Water Resources Manager. Brent has worked for a variety of public sector clients at the City, County and State level and brings a resilience-focused approach to design for Fort Myers Beach. **Brian Voelker, M.S., SPWS, C.A., CLI** will be the team's Environmental Scientist and Permitting lead.

A Florida-based team and our ability to service Fort Myers Beach

The CMA team is structured to effectively and conveniently design and implement this project. This begins with the proper personnel assigned to the project, organizing the team structure so that communication and production flows efficiently, as well as having team members in close proximity for convenient coordination.

The core team is located located between Miami, Fort Lauderdale, and Fort Myers Beach, this includes the critical mass of technical staff required to design the new park. CMA is located in Miami and Fort Lauderdale, a drive from the site.

We will work with the team and stakeholder groups through a variety of convenient collaboration methods including virtual and in-person meetings. CMA uses a range of technology tools to communicate virtually including Microsoft Teams and more. CMA has a bench of 160+ available across studios as needed.

Our consultants are available to service this project locally in their disciplines and provide 'boots on the ground' in proximity to the site.

A Place to Celebrate the Community

Great urban spaces at their best are the emotional, physical, and spiritual heart of a town. They help shape the town's identity, personality, and act as a touchstone for its social and cultural health.

An Immersive Experience

More than just open spaces, they are where a community comes together; to celebrate, to gather, and to be heard. We will work with the Town of Fort Myers Beach and its stakeholders to make this place a physical expression of the Town's values and ideals, to foster civic responsibility, and become a destination through successful programming.

The parcel is relatively small, but sometimes smaller is better. Many do not realize that the plaza at the south end of Union Square, the city's historical crossroads and unofficial plaza of New York City, is roughly 130' x 130' (.4 of an acre). This site of the infamous 9/11 vigils, countless political protests, and celebrations serves a population of over 20.3 million people. Even small, this space has an opportunity to serve the residents of Fort Myers Beach and vistors alike. To our team, this observation illustrates the tremendous social, cultural, and civic potential of the Newton Park project.

Organizational Chart

Christopher Counts, FAAR, ASLA, PLA
Landscape Architecture
Design Principal

Aleem Ghany, P.E., ENV SP, CFM
Project Manager /
Primary Point of Contact

Brent Whitfield, P.E., ENV SP
Water Resources Manager

Brian Voelker, M.S., SPWS, C.A., CLI
Environmental Scientist / Permitting

Consultant Team

Consultant Team / Discipline	
Cummins Cederberg	Coastal Engineering / Resilience Specialist
Arcraft Studios	Architecture
RWA	Civil Engineering / Engineer of Record / Surveying
Capital Planning Solutions MBE Firm	CEI / Construction/Constructability Review

Our team brings a deep bench of expertise, creativity, and local and national experience.

Acknowledging Fort Myers Beach's diverse needs, our selected team and consultants hold trusted relationships with the community and are uniquely qualified to respond to each project aspect, with an emphasis on parks planning and programming, recreation, and resilience in public space design. The team provided represents the 'core team'. If selected, we will work with the Town of Fort Myers Beach to select any additional consultants needed to satisfy the project requirements.

Chris Counts, FAAR, ASLA, PLA

Landscape Architecture Design Principal (Primary Point of Contact)

"Great landscapes unlock the imagination, console the spirit, and stimulate the mind through a rich kaleidoscope of ever changing emotional connections. I measure the success of a project by how people interacted with it. When I see people inventing new uses for a space or engaging with it in ways I never imagined, that's when I know we caught lightning in a bottle."

Education

Master of Landscape Architecture, 2001
Harvard University

Bachelor of Landscape Architecture, 1998
University of Georgia

Registrations

Member
American Society of Landscape Architects

Fellow
American Academy in Rome

Registered Landscape Architect
Florida, South Carolina, and
New York

Teaching Appointments

The University of Virginia

Pennsylvania State University

Clemson University

Harvard University

Percentage of Availability

75%

Christ Counts is an award-winning landscape architect and design principal with CMA. Chris specializes in the design of public parks with an emphasis on the experiential dimension of outdoor places and has over 25 years of experience. His work reflects a deep commitment to improving the daily lives of people in cities and the ecological health of the natural environment through the medium of landscape design.

Counts began his career with the internationally renowned landscape architecture firm of Michael Van Valkenburg Associates in New York City where he collaborated on the design of many of the firm's signature high profile projects that include Brooklyn Bridge Park in Brooklyn, NY; the Green Roof for the American Society of Landscape Architects; Bailey Plaza at Cornell University in Ithaca, NY; and Corktown Common in Toronto, ON. In 2008, he won the prestigious Rome Prize and spent a year at the American Academy in Rome as the Prince Charitable Fellow in Landscape Architecture working on his project "Drawing and Painting as a means to study the Spatial Registration, Movement, and Appropriated Use of the Masterpieces of the Italian Urban Landscape." Upon returning to the United States, he founded Counts Studio in Brooklyn, NY where, for almost a decade, his creative works were widely published, received numerous design awards, and achieved high-profile competition wins. Work with Counts Studio includes the award-winning Moore Square Master Plan in Raleigh, NC; 337 Garden in New York, NY; Beijing International Garden Expo in Beijing, China; and the finalist proposal for the World War 1 National Memorial in Washington, DC.

Relevant Project Experience

Chris is a designer and educator passionate about advancing urban landscape design within the public realm.

Novartis Headquarters*
East Hanover, New Jersey

Bailey Plaza*
Ithaca, New York

World War I Memorial
Heroes Garden*
Washington D.C.

ASLA Headquarters*
Washignton D.C.

Brooklyn Bridge Park*
New York,

Beijing Garden Expo*
Beijing, China

Huizenga Park*
Ft. Lauderdale, Florida

Teardrop Park*
New York City, New York

Corktown Common*
Toronto, Ontario, Canada

Lower Don Lands*
Toronto, Ontario

Jacksonville Landing/One Park Jax*
Jacksonville, Florida

FIU Parkview Phase II*
Miami, Florida

* denotes project experience of Christopher Counts prior to CMA. Perkins&Will

Project Experience

City of Ft. Lauderdale, Downtown Development Authority (DDA)
Huizenga Park[3]
Ft. Lauderdale, Florida

City of Jacksonville, Downtown Investment Authority (DIA)
Jacksonville Landing/One Park Jax[3]
Jacksonville, Florida

Florida International University
Parkview Phase II[3]
Miami, Florida

Confidential Energy Services Provider
Palm Beach Gardens Corporate Headquarters[3]
Urban Planning/Landscape Architecture
Palm Beach Gardens, Florida

Goldman Properties
Core Wynwood[3]
Landscape Architecture
Wynwood, Florida

2800 Ponce de Leon Blvd
Asset Repositioning, Interior Renovation & Landscape Design[3]
Coral Gables, Florida

TREO Development
Vox Miami[3]
Somi Station Mixed-Use
Landscape Architecture and Amenity Space Design
Miami, Florida

Florida International University
Tamiami Hall[3]
Landscape Architecture, Street/Quad Improvements
Miami, Florida

Luxury Automotive Group
Showroom and Offices Landscape Architecture[3]
Coral Gables, Florida

Boston Properties
Prudential Towers Observation Deck[3]
Boston, Massachusetts

Jackson Health System
Jackson West Medical Center
Doral Campus[3]
Urban Design, Landscape Architecture
Doral, Florida

RPC Health & Wellness Center
Landscape Design[3]
Miami Florida

UHealth
SoLe Mia[3]
Miami, Florida

Nicklaus Children's Hospital
Surgical Tower[3]
Landscape Architecture
Miami, Florida

World War One Memorial Competition[1]
Washington, D.C.

Expogeorgia[1]
Tbilisi, Georgia

Hubei International Garden Expo[1]
Wuhan, China

337 Garden[1]
New York, New York

Moore Square Master Plan[1]
Raleigh, North Carolina

Moore Square Comprehensive Tree Strategy[1]
Raleigh, North Carolina

Moore Square National Competition[1]
Raleigh, North Carolina

2013 Beijing International Garden Expo[1]
Beijing, China

Memorial for the North Atlantic Slave Trade[1]
New York, New York

5-star Hotel Landscape, Qianshan New City[1]
Zhuhai, China

30-acre Public Park[1]
Zhuhai, China

Perry Harvey Park Competition[1]
Tampa, Florida

Master Plan for Qianshan New Village[1]
Zhuhai, China

Competition for Safe Trestles[1]
San Diego County, California

Taipei Pop Music Center Competition[1]
Taipei, Taiwan

Corktown Commons[2]
Toronto, Ontario

Teardrop Park[2]
New York, New York

Brooklyn Bridge Park[2]
Brooklyn, New York

Hudson Park and Boulevard[2]
New York, New York

Bailey Plaza, Cornell University[2]
Ithaca, New York

Green Roof for the Headquarters Building of the ASLA[2]
Washington, D.C.

Novartis North American Headquarters Campus Master Plan[2]
East Hanover, New Jersey

East Village Courtyard - Novartis Pharmaceutical Corporation[2]
New Jersey

London Olympics Whitewater Kayak Course[2]
London, United Kingdom

Lower Don Lands International Design Competition Winner[2]
Toronto, Ontario

Don River Park[2]
Toronto, Canada

1. Christopher Counts project experience while Design Director at Christopher Counts Studio
2. Christopher Counts project experience while Associate/Senior Project Designer during previous employment at Michael Van Valkenburgh Associates, Inc.
3. Christopher Counts project experience while Design Principal at Perkins&Will

Christopher Counts

A strong believer in the importance of practice and teaching, Counts has served as the Stukemean Career Development Professor in Design at Pennsylvania State University and has held numerous visiting professor appointments that include the University of Virginia and Clemson University. He has been an invited design critic and speaker at leading universities and professional conferences across the country that include Harvard University, Yale University, The University of Georgia, The University of Pennsylvania, Parsons School of Design, City College of New York, The University of Hong Kong, Florida International University, and the Illinois Institute of Technology.

In 2025, Counts joined CMA as a means to expand the scale of his creative contributions and provide a more robust platform to advance his passion for public space design and community advancement. Previous local experience includes the competition-winning Jacksonville River Plaza in Jacksonville, FL; Huizenga Park in Ft. Lauderdale, FL; and the Parkview Promenade at Florida International University in Miami, FL.

Huizenga Park

Fort Lauderdale, Florida

Client: Fort Lauderdale DDA

Size: 2.1 acres Acres

Completion Date: Ongoing

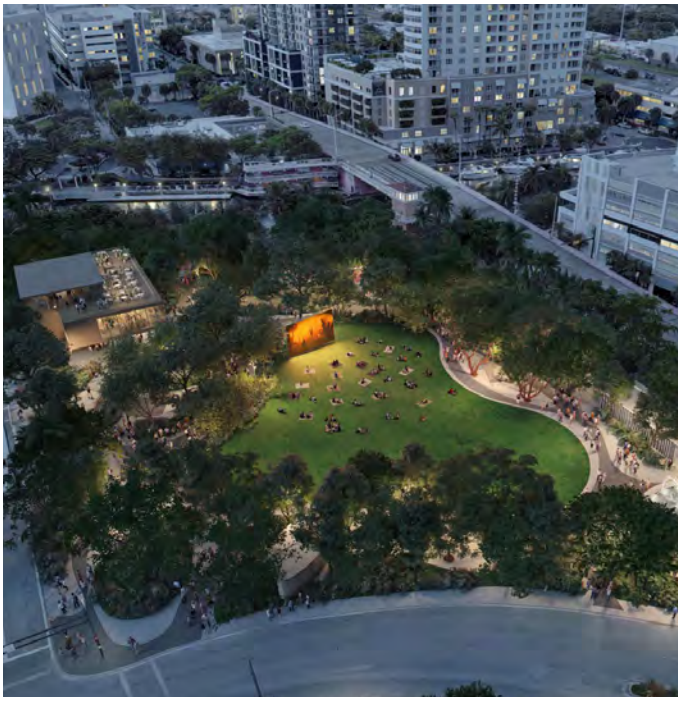
Threading the Needle

Located in the heart of Downtown's urban core at the SE corner of Las Olas Boulevard Andrews Avenue with direct access to Riverwalk and the beautiful New River, Huizenga Park is at the intersection of art, business, education, and entertainment. Its central location offers natural respite among the bustle and density of Downtown's built environment.

The design aims to thread the proverbial needle around the canopy of mature trees, river adjacency, and legacy fountain creating a high-performance urban landscape. The transformation repositions the dated underutilized park as a dynamic engine of economic investment, social vitality, and source of pride and enhanced cultural identity for the citizens of Ft. Lauderdale, Florida.

Chris Counts' preliminary design concept for the park features a great lawn, a dog run, interactive play areas, revitalization of the Spirit of Fort Lauderdale fountain, concession space, public restrooms, a restaurant with a dining terrace, an underbridge plaza, and more.

Resilient principles are embodied throughout the composition of this newly invigorated public space design. Biodiversity has been increased by 250%, the amount of shade by 216%, circulation/ exercise opportunities by 146%, and programmatic range by 350%. All storm water run off will be collected and recharged on site, a sustainable approach to site lighting reduces power consumption, and locally sourced hardscape materials demonstrate the projects commitment to sustainability.



A signature park that enhances the urban core and creates new opportunities for residents and visitors alike. The space is designed for safety and comfort for both day and night.

Previous Project Experience of Chris Counts while Design Principal at Perkins&Will.

Jacksonville Landing

Jacksonville, Florida

Client: City of Jacksonville

Client Reference:

Jill Enz

City of Jacksonville

e. Jenz@coj.net

t. 904-255-5301

Previous Project Experience of Chris Counts while Design Principal at Perkins&Will.

Social Activity and Adaptive Ecologies

This park design is bold and simple. It is one grounded in time-tested public space typologies, lessons learned on designing other world-class urban parks throughout the world, and a contemporary expression that is uniquely Jacksonville. It is about the people, the river, and the city. The park design is intended to be a catalyst for downtown and the City-at-large that will help to unlock the full cultural and economic potential of the largest City by area in the United States,

The design is organized around four programmatic nodes strategically located in the four corners of the site. They include the River Plaza in the southeast corner, the Hotel and Sky Garden in the northeast, the Destination Playground in the southeast, and the Park Pavilion in the northwest. This “four corners” approach allows for the interior of the park to be open and flexible, creating deep views into the park and river from Laura Street, Hogan Street, and the Performing Arts Center. This sets up a natural location for the

Jacksonville Landing

Central Lawns and a programmatic gradient for more flexible program in the center and more specific program around the perimeter. It also shapes the strategic deployment of shaded areas and open areas that are specifically calibrated per program type.

These program and landscape types incorporated into the nodes are also driven by their location and take advantage of the size and shape of the site.

The integration of Art, Landscape, and the City is one of the core tenets of our design approach. The form, scale, location, and subject matter of our Iconic Sculpture was developed in collaboration with the concept, form, program, and circulation of the park design. Working backward from input received from our public outreach and understating of the goals and directives of the City.

Community engagement and urban design analysis provided us with unique design mandates that have driven our work.

Community Engagement

The team put an incredible amount of time and effort into listening to Jaxsons. This is their park, and we saw our roles as facilitators to bring world class design to Jacksonville from the voices of the city. We believe that this design must reflect Jacksonville as a whole as well as each of the neighborhoods and diverse cultures within the city. We engaged the community through multiple channels to ensure we heard the community's vision clearly and to ensure we heard from all of the community, and we heard a number of recurring directives which we hope to honor with our design.

As urban designers and landscape architects, we talk and think about cities all day, every day, and we value community engagement as a time to connect with a specific municipality and find out what makes it unique. We treasure candid conversations with passionate residents who want the best for the place that they call home, and we utilize that feedback to better understand the nuances of that place as we craft context-sensitive solutions. Jacksonville was no different. We cherished getting to know the city, and we believe we learned what makes it tick. As we chatted with residents, a number of recurring ideas percolated to the surface in a definitive way. We synthesized recognizable mandates into eleven design imperatives. We then established these parameters as our guideposts, ensuring that we would only be able to envision a unique park design that responds to all of Jacksonville's directives.

1. Water Play
2. Tot Lot
3. Play Mounds
4. Canopy Tree Bridge
5. ADA Accessible Tower
6. Rock Play Embankment
7. Rock Scramble
8. Wooden Amphitheater
9. Play Ziggarat
10. Playground Entrance
11. Hilltop Play Tower
12. Hillside Slides
13. Play Blocks
14. Green Roof Planting
15. Cafe Seating
16. Laura Street Entrance and Entry Plaza
17. Hogan Street
18. Arts Center Entrance
19. Civic Lawn

Moore Square Park Design Competition

Raleigh, North Carolina

Client: City of Raleigh Parks, Recreation and Cultural Resources Dept. **Size**: 4 Acres **Completion Date**: 2011 **Awards**: 2013 ASLA award in Analysis and Planning **Cost**: $12 million

An iconic signature park for the City of Raleigh.

Expanding Spaces and Experiences

Moore Square, a four-acre, 220-year-old public space, is one of five original Squares established by William Christmas' 1792 plan for the Capital of North Carolina and is listed on the National Register of Historic Places. Since, the originally planned public space and circulatory networks have diminished by almost 50%, evident in the thriving urban context of contemporary Raleigh. The Master Plan design honors the Square's historic heritage while establishing a forward-looking vision for a 21st century urban space, enhancing the park and improving the quality of life for residents. The Master Plan respectfully builds upon the site's most unique and significant characteristics, expanding its spatial, experiential and programmatic range by introducing a centralized civic landform. This design feature energizes and organizes the site into visually and functionally distinct spaces that accommodate a wider range of uses than the Square has ever offered historically.

Moore Square

Grant Meacci
Formerly: Planning and Design Manager, City of Raleigh
Now: Managing Urban Designer, City of Charlotte Planning Department
704.336.8308
Grant.Meacci@CharlotteNC.gov

ASLA AWARD JURY COMMENT:

"The representation and symbolism are unbelievably beautiful and incredibly well distilled. The project is a fascinating proposition for such a small one-block site. The depth of analysis was immediately clear and usable. It would work well for community groups."

— Professional Awards Jury

Previous Project Experience of Chris Counts while Design Director at Counts Studio.

Corktown Common

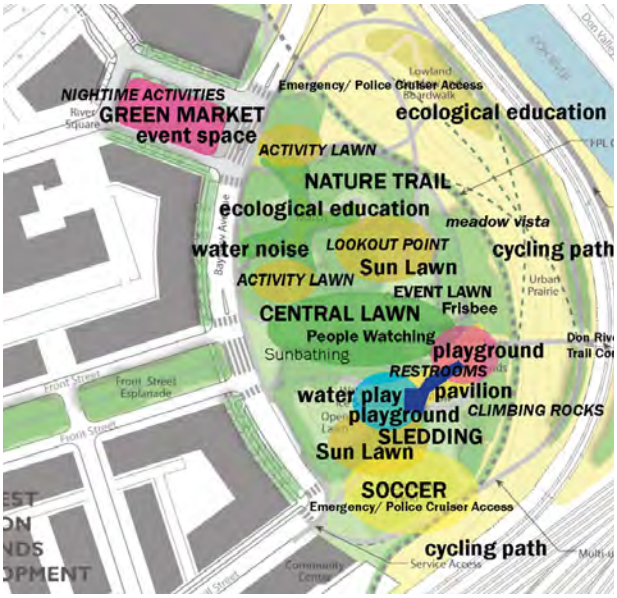
Toronto, Canada

Client: Waterfront Toronto

Size: 15 Acres

Completion Date: 2014

Awards: National ASLA Award Winner



Social Activity and Adaptive Ecologies

Corktown Common, formerly known as Don River Park, is an active and inviting public space in Toronto's rapidly growing West Don Lands neighborhood. Toronto's recent expansion has repositioned the post-industrial site, previously flat and barren, at the periphery of the city's growing downtown. The site remains dominated by remnants of an industrial history: the railroad tracks bounding site to the east and south, the landmark Eastern Avenue and Queen Street bridges, and three 30-meter tall hydroelectric towers.

The design for the new park integrates new topography, a rich planting palette, and a variety of program to imagine a vibrant, verdant urban park celebrating the juxtaposition of infrastructure and ecology. marshes, and woodlands provide settings for walking, cycling, sledding, sports, sunbathing, and public art, with a multi-functional pavilion at the center.

Corktown Common

Topography, a rich planting palette, and a diversity of program create a vibrant urban park that celebrates the juxtaposition of infrastructure and ecology.

Situated on the banks of the Don River, almost half of the park is located on the flood protection berm that allowed for the development of the West Don Lands. An expansive urban prairie on the berm responds to changing water levels and frames the active areas of the park.

Project Experience of Chris Counts while Senior Associate/Project Designer at MVVA.

Beijing Expo

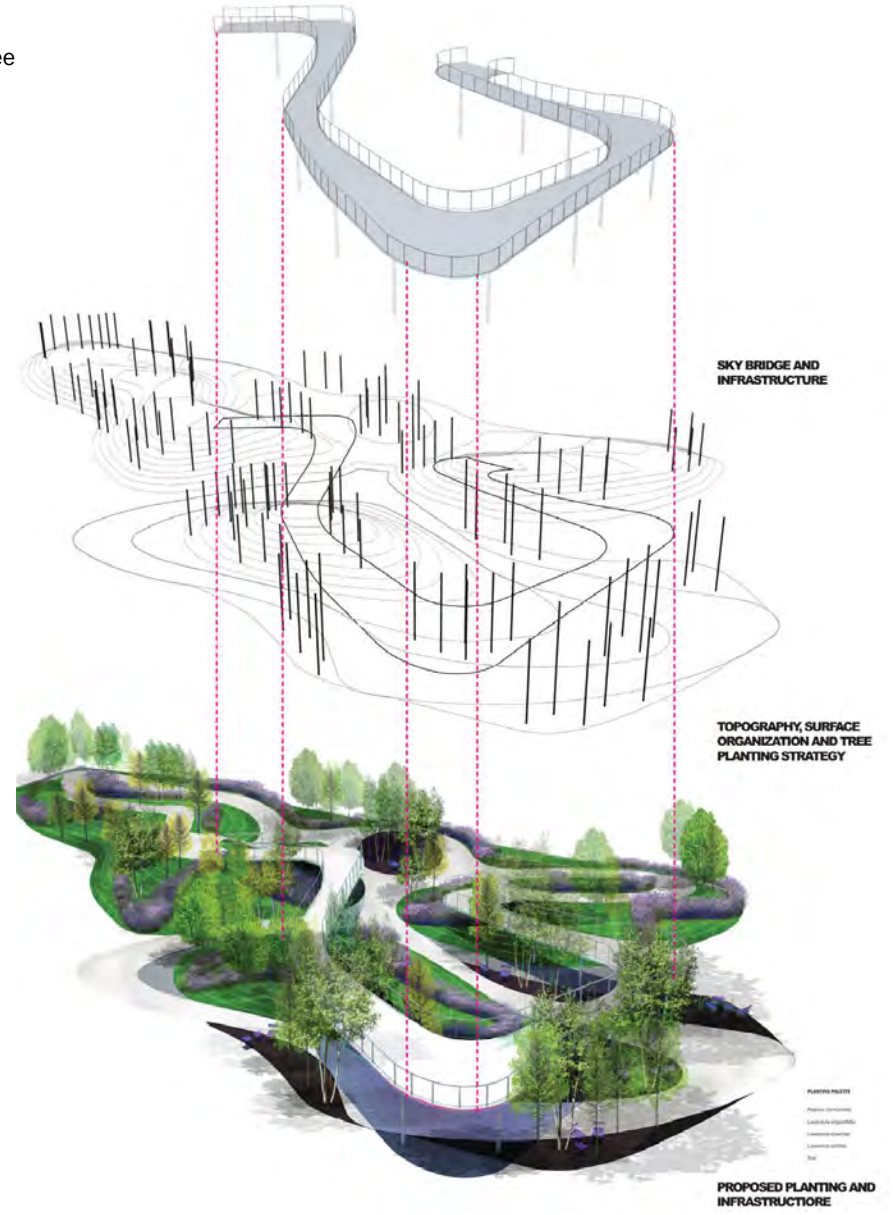
Beijing, China

Client: The 9th China International Expo Committee

Years of Engagement: 2010-2013

Awards: National ASLA Award Winner

Previous Project Experience of Christopher Counts while Design Director at Counts Studio.



Challenging the paradigm of inward oriented gardens and ADA accessibility

The garden is designed to inspire visitors with a playful sense of wonder, excitements, and discovery. The central concept of this design is a vertically and horizontally exaggerated path that guides visitors through a cinematic arrangements of bold chromatic juxtapositions of plants, water, topography, and garden structures. Choreographed around a series of unfolding views, the path guides visitors past sculptural landforms that seamlessly transition into an elevated canopy walkway This exciting design feature proves visitors with the exciting experience of walking amongst the tree canopies and the feeling of an elevated perspective to the view and garden from above. The organic logic of planting strategy creates a living painting expressed as a flourishing carpet of drifting and swirling ground cover, flowers, and shrubs. Undulating ribbons of planting are punctuated by grouping of a mixture of large canopy and flowering trees that help to define the spatial complexity of the garden.

Aleem Ghany, P.E., ENV SP, CFM

Project Manager

Aleem has nearly 30 years of experience in management, engineering, and construction within both public and private sectors and proven expertise in directing municipal engineering and public utilities functions aligning with established regulatory standards. He has collaborated with developers, contractors, and consultants, demonstrating effectiveness in negotiations and driving successful business outcomes. He has personally managed projects totalling over $40M in post-disaster relief federal funding.

Education

Master in Public Administration, Florida International University, 2004

Bachelor of Science, Civil Engineering, Florida International University

Registration

Professional Engineer, Florida, 55408, 2000

Professional Affiliations

Florida Water Environment Federation

AWWA

Association of State Flood Plain Management

Florida Floodplain Managers Association

Florida Engineering Leadership Institute

Florida Engineering Society

Florida Water and Environmental Association

Florida Water Environment Association

Water Environment Federation

Percentage of Availability

50%

Project Experience

The following outlines Mr. Ghany's experience as the Public Work/Utility Director at the City of North Miami.

Some of his major accomplishments during this time include establishing and creating a Stormwater Utility Division, assisting with the Biscayne Landing/Sole Mia negotiations and Lease Agreement with present developer, overseeing the design Improvements for the **Winson Water Treatment Plant upgrade, completing $8.5 million FEMA 1345 projects for drainage improvement citywide, negotiating with FEMA on changes to FIRM maps**, implementing a new Water & Sewer Rate Structure, securing State Revolving Loans (SRF) to improve the City's water plant, water and sewer infrastructure, and lift stations, and implementing outsourcing of the Solid Waste Department.

North Miami Public Work/Utility Director. Aleem coordinated all construction projects for the City, including the planning, design, implementation, and evaluation of construction/renovation projects, management studies, introduction of new programs, and various professional services: defined the scope of the project; identified and ensured proper allocation of financial, material, and human resources committed to the project; formulated solutions and resolved problems; facilitated implementation of the project; and provided administrative support to the project as needed. Coordinated and supervised all day-to-day operations on the Biscayne Landing site for permit requirements, landfill closure compliance, and Miami-Dade Regulatory and Economic Resources (RER). Liaised with other governmental agencies, Miami-Dade Regulatory and Economic Resources (RER), WASD, and FEMA, South Florida Water Management District, and various other city, state, and federal agencies. He planned and coordinated departmental activities; made recommendations concerning the operation of the various divisions: Streets and Right of Ways, Sanitation, Facility Maintenance, Fleet, Water and Sewer, Water Plant, and Stormwater. He maintained a current knowledge of applicable policies, laws, and regulations, awareness of new materials, procedures, trends, and advance in the profession; read professional literatures; maintained professional affiliations; attended conferences, workshops, and training sessions, as appropriate.

Brent Whitfield, P.E., ENV SP

Water Resources Director

Education

Master of Science, Civil Engineering, University of Florida, 2003

Bachelor of Science, Civil Engineering, University of Florida, 2001

Registration

Professional Engineer, Florida, 65720, 2007

Certifications

Statewide Airport Stormwater Study

Florida Stormwater Association (FSA) Stormwater Operator Certification Level 2

Envision Sustainability Professional

Percentage of Availability

40%

Brent Whitfield, P.E., ENV SP is the Director of Water Resources for CMA. With 20 years of professional experience, Mr. Whitfield has worked for a variety of public sector clients at the City, County and State level. Mr. Whitfield has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Mr. Whitfield has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the American Society of Civil Engineers (ASCE), the Florida Engineering Society (FES) and Leadership Florida.

Project Experience

Mangonia Park Comprehensive Vulnerability Assessment Services.
Town of Mangonia Park. The Town of Mangonia Park has requested that CMA conduct a Comprehensive Vulnerability Assessment (VA) for the Town. CMA will meet the state criteria in Section 380.093, Florida Statutes, generate elevation certificates of prioritized critical government facilities, assess roadway vulnerability, and prepare an adaptation plan which compiles a list of Town adaptation projects to address flooding risks in the future.

Stormwater Engineering Services. City of Dania Beach.
The City of Dania Beach (City) has requested that CMA provide stormwater engineering services as needed on behalf of the City. An immediate need is for the 5-year license renewals for surface water management licenses as required by the Broward County Environmental Protection and Growth Management Department (BCEPGM). The City identified other potential needs that include the analysis and review of recommended alternatives for site specific right of way drainage issues. CMA shall review the proposed stormwater improvements for any new development projects at the City. CMA shall review design plans and calculations for these new development projects to verify any impacts of the proposed new development on the performance of existing infrastructure system. CMA shall analyze the existing drainage system and recommend any new improvements that may be required due to the development. CMA shall provide inspections related to the proposed improvements under each new development project to the City.

South Florida Water Management District FPLOS System-Wide Review
South Florida Water Management District. The South Florida Water Management District (SFWMD) conducted a system-wide review of the regional water management infrastructure, through its Flood Protection Level of Service Program (FPLOS) to assess flood vulnerabilities and support determination of best adaptation and mitigation projects to maintain or improve flood protection levels of service. The FPLOS Phase I Studies assess the level of protection provided by the water management system within a watershed considering sea level rise (SLR), extreme rainfall, future land development, and other known water management considerations in each watershed.

Brian Voelker, M.S., SPWS, C.A., CLI

Environmental Scientist / Permitting

Mr. Voelker is a Senior Environmental Scientist specializing in natural resource assessments and permitting, as well as certified arborist services. As an ISA Certified Arborist and LIAF Landscape Inspector, Mr. Voelker provides numerous consulting arborist services to public and private clients, including the following: urban forest management plans; GPS tree inventories; tree removal permitting; landscape plan reviews and inspections; tree value estimates and tree grading; tree risk assessment (ISA - TRAQ); analysis of tree canopy cover and ecological/monetary benefits; and mangrove trimming oversight.

Education

Bachelor of Science, Environmental Studies, State University of New York, 1996

Master of Science, Coastal Zone Management, Marine Biology, Nova Southeastern University, 2000

Registration

ISA Certified Arborist #FL-5378A (2006)

ISA Tree Risk Assessment Qualification (TRAQ) (2014)

ISA Prescription Pruning Qualification (PPQ), 2024

LIAF Certified Landscape Inspector #2012-125 (2012)

Affiliations

Florida Urban Forestry Council, Executive Committee Member

International Society of Arboriculture

Landscape Inspectors Association of Florida

Society of Wetland Scientists

South Florida Association of Environmental Professionals

Percentage of Availability

30%

Project Experience

Currie Park Phase II Architectural and Engineering Services - City of West Palm Beach

CMA is serving as the prime consultant for the redevelopment of Currie Park in the City of West Palm Beach, leading a transformative project aimed at enhancing this vital public asset to improve community health, well-being, and economic vitality.

City of Lake Worth Beach Open Space and Recreation Master Plan.

This project consists of landscape architecture and consulting arborist services for the creation of an Open Space and Recreation Master Plan (Master Plan) for the City of Lake Worth Beach (City). The Master Plan includes: (1) review of existing conditions; (2) community and stakeholders participation program; (3) analysis of needs and preferences; (4) develop plan and implementation phases; (5) adopting and executing the plan. As part of the “existing conditions review”, CMA is performing a City-wide GPS inventory of approximately 7,800 trees within City roads and City-owned properties. In addition to the inventory, CMA is conducting a City-wide tree canopy cover analysis to analyze canopy cover trends and set future canopy cover goals. In addition to the above services, CMA is also providing as-needed consulting arborist services, including tree removal permit application reviews, landscape plan reviews, and tree code violation assessments.

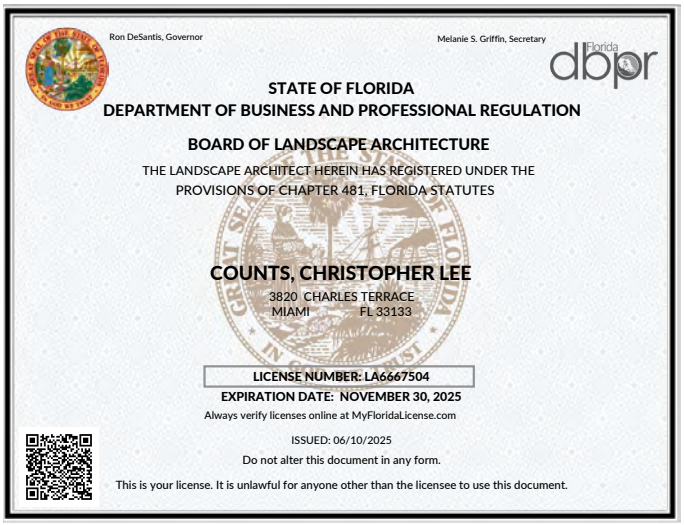
City of Margate – Tree Inventory and Mitigation Planning.

This project included a City-wide tree inventory (±5,500 trees) to benchmark the City’s urban forest conditions and identify opportunities for incorporating additional tree canopy into its parks, rights of way, and city owned facilities. Tasks performed under this project consisted of the following: tree Inventory; identification of sites for future tree mitigation opportunities; Phasing Plan for potential receiver sites.

Westlake City Engineering Services - City of Westlake.

CMA provides engineering and landscape architecture services to the City of Westlake. The scope includes reviewing permit applications, reviewing plans for development within the entire city limits, coordinating with the City’s planner, coordinating with the City’s staff members, on-site landscape inspections, and coordinating with the Seminole Improvement District, whose jurisdictional boundary coincides with the City.

CMA Licenses



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

COUNTS, CHRISTOPHER LEE
3820 CHARLES TERRACE
MIAMI FL 33133

LICENSE NUMBER: LA6667504
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 06/10/2025

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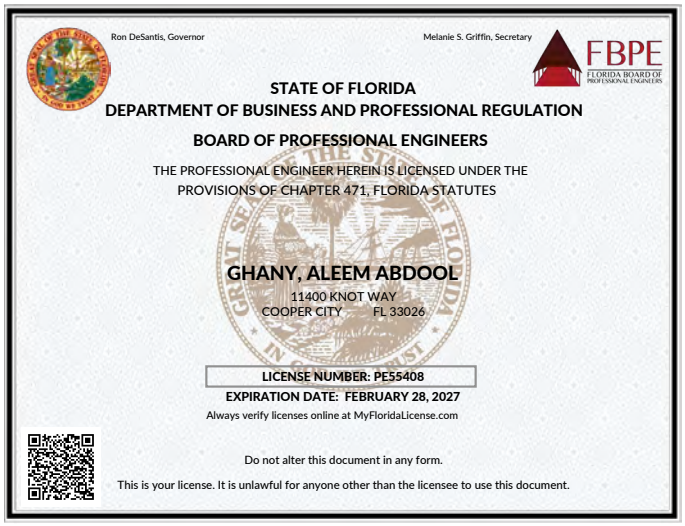

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GHANY, ALEEM ABDOOL
11400 KNOT WAY
COOPER CITY FL 33026

LICENSE NUMBER: PE55408
EXPIRATION DATE: FEBRUARY 28, 2027
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Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WHITFIELD, BRENT M.
133 DUKE DRIVE
LAKE WORTH FL 33460

LICENSE NUMBER: PE65720
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Consultant Team for Fort Myers Beach.

We value our relationship with our whole team.

Consultants are always valued and critical team members. Our philosophy with regard to selecting and engaging a consultant team is focused first and foremost on achieving the right fit on behalf of our client. We consider the professional expertise, location to the project site, and level of service required to satisfy the unique project needs.

For Fort Myers Beach, we are proposing to work with several consultants, shown below. As good practice, at kick off, we will provide the consultants all of the information on the project from inception of the proposal through each phase of the project. We want to assure they have a deep understanding of the project goals and requirements, to be sure our clients are offered only the best service. We are well versed with the type of collaboration and communication necessary amongst our team to assure a project is successful from start to finish.

Arcraft Studios

Architecture

Arcraft Studios is a Fort Myers–based architectural and planning firm deeply rooted in Southwest Florida communities. Founded in 2018 and led by licensed professionals practicing locally since 2004, the firm brings regional insight and local knowledge to every project. With a diverse portfolio spanning educational facilities, sacred spaces, commercial developments, and residential projects across Lee and Collier Counties, Arcraft Studios has cultivated broad experience tailored to the culture, climate, and regulatory context of the region. The firm excels in collaborative design, prioritizing face-to-face engagement with clients to fully understand community goals, values, and functionality needs before translating them into architectural solutions. Notable local work includes the press box and athletic support facilities at Canterbury School in Fort Myers, as well as the Parish Life Center at St. Leo's Catholic Church in nearby Bonita Springs. Both projects demonstrate their capability in designing community-centered public buildings in Florida environments. This combination of local presence, hands-on client engagement, and proven portfolio makes Arcraft Studios a trusted architectural partner for the Newton Beach Park rebuild.

Capital Planning Solutions (S/D/MBE Firm)

Constructability Review / CEI

Capital Consulting Solutions is a Naples-based engineering firm with a strong regional presence and a focus on transportation, infrastructure, and construction administration. These services align directly with CEI requirements for public-sector projects. Located in Southwest Florida, they bring deep familiarity with local practices, permitting frameworks, and municipal needs. The firm specializes in roadway/highway design, traffic engineering, public transportation systems, and intelligent transportation infrastructure, applying technology-driven solutions to enhance planning, design, and construction oversight. Their commitment to responsive client service is reflected in a hands-on approach, leveraging seasoned professionals who maintain one-on-one relationships and prioritize timely, cost-effective delivery on projects large and small. This combination of regional insight, technical specialization, and construction engineering and inspection expertise makes Capital Consulting Solutions a strong consulting partner for ensuring quality outcomes and regulatory compliance on the Newton Beach Park rebuild.

Currie Park - experience of CMA and Cummins Cederberg

Cummins Cederberg

Coastal Engineer / Resilience Specialist

Cummins Cederberg is a premier engineering and environmental consulting firm known for our exceptional expertise in coastal and marine engineering. With over 60 employees and six offices across Florida, we have become one of the largest firms in our field. Founded by Mr. Jason Cummins, P.E., and Mr. Jannek Cederberg, P.E., we have steadily grown into a full-service coastal and marine engineering practice that manages projects from start to finish.

Our team of engineers and marine scientists brings extensive experience to every project. From initial field investigations such as bathymetric surveying, tide/current/wave measurements, underwater structural inspections, environmental assessments, and soil borings to detailed analyses using advanced computer models, we excel in all aspects of marine engineering. Our services include the design and permitting of coastal dredge and fill projects, marine structures, seawalls, marinas, and ports.

In addition to our technical expertise, we offer skills in contract negotiations and construction administration, allowing us to approach projects holistically with a comprehensive understanding of function, feasibility, and construction costs. Our team is composed of highly skilled technical leaders in coastal and marine engineering, resiliency, waterfront planning, regulatory permitting, environmental resource surveys, grant and funding support, and construction support services. This unique combination of skills ensures we deliver innovative and effective solutions for coastal and marine environments.

RWA

Civil Engineering / Surveying / Engineer of Record

Since 1997, RWA has grown from a small, local firm offering civil engineering services, to a thriving business with a regional scope, offering comprehensive interdisciplinary solutions of civil engineering, land planning, and surveying and mapping for private and public sector clients. The firm's diversity allows for services to be provided to clients during each phase of a project, from initial planning through final design, permitting, and construction.

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CUMMINS | CEDERBERG
Coastal & Marine Engineering

Leonard Barrera, PE, WEDG, ENV SP, CFM

Senior Coastal Engineer

YEARS OF EXPERIENCE
- 11

EDUCATION
- MSc Ocean Engineering, University of Miami
- BSc Civil Engineering, University of Miami

LICENSES
- Florida PE No. 90872

CERTIFICATIONS
- Waterfront Edge Design Guidelines Associate
- Envision Sustainability Professional
- Federal Aviation Administration Remote Pilot
- Certified Flood Plain Manager

PROFESSIONAL AFFILIATIONS
- American Society of Civil Engineers

RELEVANT PROJECT EXPERIENCE

Town of Longboat Key Seawall, *Marathon, Florida.* Pilot initiative led by Kearns Construction Company in collaboration with the Sarasota Bay Estuary Program (SBEP), with marine engineering and environmental consulting services provided by Cummins Cederberg, Inc. The project involves installing approximately 290 linear feet of 3D-printed reef tiles along the existing bulkhead at Bayfront Park in Longboat Key, Florida. The scope includes a detailed field assessment of the seawall's structural integrity, a topographic and bathymetric survey, and the development of engineering design documents including structural sections and material specifications.

Bal Harbour Village Vulnerability Assessment & Coastal Resilience Plan, *Bal Harbour Village, Florida.* Senior coastal engineer for town-wide vulnerability assessment under the Resilient Florida grant program. Developed a comprehensive asset inventory using statewide, local, and county data, cataloged in a GIS geodatabase per Section 380.093 F.S. Reviewed coastal and sea level rise analysis using FEMA storm surge and NOAA projections for 2040 and 2070. Conducted critical asset exposure and sensitivity analysis for 8 flood scenarios, producing flood inundation maps and asset-specific flood depth tables. Identified focus areas for future planning and budgeting. Participated with team in public workshops, outreach and GIS Story Map development to gather resident feedback.

Adaptive Redesign of Jose Marti Park, *City of Miami, Florida.* Responsible for the inundation modeling, and waterfront engineering design, including living shorelines, while the Cummins Cederberg team also led the environmental permitting, coordination with FIND, and grant management.

Tidal Flood Mitigation and Shoreline Protection, *Hollywood, Florida.* The project consists of evaluating 22 areas, covering over 10,000 LF of shoreline, along the areas known as North and South Lake in the City of Hollywood. Each area will have specific solutions to address seasonal flooding challenges, which may entail the design and implementation of varied shoreline protection infrastructure such as of living shorelines, rock revetments, and bulkheads, to meet the requirements of the new Broward County ordinance. Leonard analyzed tide gauge data to determine tidal prisms, lag time, and water elevation differences. The analysis from this data will be used in the design of the flood mitigation structures.

Manatee County Vulnerability Assessment & Adaptation Plan, *Manatee County, Florida.* Senior coastal engineer for Manatee County's Vulnerability Assessment and Adaptation Plan, funded by the FDEP Resilient Florida Grant Program. Conducted detailed analyses of sea level rise, King Tides, storm surge scenarios, and 100-year and 500-year rainfall to assess present and future flood risks. Utilized numerical models for analysis of compound flood scenarios (rainfall, king tides, and storm surge), and assisted in creating a comprehensive critical asset inventory in a GIS geodatabase per Section 380.093 F.S.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

REBECAH DELP, WEDG

Senior Marine Scientist

YEARS OF EXPERIENCE
- 8

EDUCATION
- MPS Tropical Marine Ecosystem Management, Rosenstiel School for Marine and Atmospheric Science, University of Miami
- BS Biology, Minor Marine Science, Wittenberg University

CERTIFICATIONS
- Waterfront Edge Design Guidelines (WEDG) Associate
- PADI Rescue Diver
- Nitrox Diver
- DAN Oxygen First Aid for Scuba Diving Injuries
- American Academy of Underwater Sciences (AAUS) Scientific Diver Certified, University of Miami 2017, AAUS Compliant
- Motorboat Operator Certification (MOCC)
- SFAEP Wetland Delineation Training

PROFESSIONAL AFFILIATIONS
- America Academy of Underwater Sciences (AAUS), Individual Member
- Florida Association of Environmental Professionals (FAEP)
- Tampa Bay Chapter Board Member

RELEVANT PROJECT EXPERIENCE

Sunken Island Benthic Resource Survey, *Tampa Harbor, Florida.* Sr. Marine Scientist responsible for leading the 2023 preliminary benthic survey and 2024 pre-construction benthic survey of the submerged lands on the south side of Sunken Island and a portion of Bird Island (approx. 135 acres), in support of the U.S. Army Corps of Engineers' proposed dredged material placement area within the Sunken Island beneficial use area. The purpose of the 2024 survey was to update the 2023 survey by delineating any submerged aquatic vegetation (SAV) and produce a geo-referenced map that shows the spatial distribution of all benthic resources within the refined survey area. The field scope included delineation and geo-referenced mapping of submerged aquatic vegetation (SAV), utilizing SCUBA/snorkel surveys, Braun-Blanquet quadrat sampling, and habitat characterization. Informed by a desktop review and prior survey data, biologists executed transects, reconnaissance swims, and spot checks to assess habitat conditions and species presence. Deliverables included a benthic resources survey report with spatial data outputs to guide project planning and minimize ecological impacts.

South Maritana Living Shoreline, *St. Pete Beach, Florida.* Project manager responsible for leading conceptual design development, environmental permitting due diligence, pre-application meetings with regulatory agencies, and permitting for a project looking to enhance and stabilized approximately 280 linear feet of shoreline with failing seawalls along three single-family properties. The intent of design development is to provide hybrid shoreline stablization/living shoreline options that provide enhanced resiliency and ecological function when compared to a typical seawall replacement, and can be utilized by neighboring properties with similar existing conditions. The project will need to incorporate newly passed tidal barrier flood elevation requirements that are almost 2 ft higher that existing grade.

Wild Blue & Blue Lake Feasibility Studies, *Fort Myers, Florida.* Conducted a detailed alternatives analysis to evaluate shoreline stabilization options for two lakes within a residential community developed on a former mining site. The project assessed over 20,000 LF of shoreline that was damaged by sustained wave activity during Hurricane Ian. The scope included site assessments of structural and environmental components, analysis of stabilization concepts (e.g., rock revetment, living shorelines), permitting feasibility, and cost evaluations to guide decision making by the Blue Lake Community Development District. Recommendations were summarized in an alternatives analysis report with conceptual layouts and cost estimates.

Bimini Basin Mooring Field, *Lee County, Florida.* Field lead for marine resource benthic survey conducted at the site to inform design and support subsequent environmental permit application packages. Led permitting efforts to secure local, state, and federal environmental regulatory authorizations for the proposed mooring field and associated accessory structures.

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CUMMINS | CEDERBERG
Coastal & Marine Engineering

JENNA PHILLIPS
Senior Coastal Engineer

YEARS OF EXPERIENCE
- 18

EDUCATION
- MSc Ocean Engineering, Florida Institute of Technology
- BSc Ocean Engineering, Florida Institute of Technology

LICENSES
- Engineer Intern
- Open Water Certified Diver - National Association of Underwater Instructors (NAUI)

PROFESSIONAL AFFILIATIONS
- Coastal, Oceans, Ports, and Rivers Institute (COPRI), ASCE – Policy Committee Chair
- American Society of Civil Engineers – Energy, Environment, and Water Policy Committee Member
- American Shore & Beach Preservation Association – Science & Technology Committee Member
- Western Dredging Association (WEDA)
- WEDA, Education Commission
- Propeller Club, Port Manatee
- Sarasota County Coastal Advisory Committee (2019-present)

RELEVANT PROJECT EXPERIENCE

Naples Beach Renourishment Project, *Collier County, Florida.* Project manager responsible for coordination with the client, regulatory agencies, and the design team. The project consists of developing a beach fill design, regulatory coordination and request for NTP, development of contract documents, bid assistance, and CA for a truck haul project.

City of Venice Vulnerability Analysis and Resiliency Plan, *Venice, Florida.* Project manager and technical lead responsible for performance of a vulnerability analysis using a GIS modified bathtub model to determine depth/damage curves for critical public infrastructure. Project consists of conducting a vulnerability analysis, development of adaptation strategies, prioritization of key infrastructure, public outreach, grant reporting, and preparation of a resiliency plan.

Casey Key Shoreline Stabilization Study, *Sarasota County, Florida.* Project manager responsible for conducting forensic field investigation of a shoreline along Casey Key Road and adjacent revetment fronting the Gulf of Mexico. Project includes extensive topside and underwater field investigation, development of interim emergency alternatives for stabilizing the road, permitting, long-term alternative assessment, design, and CA. The project requires stakeholder outreach and county commission meeting updates.

Punta Gorda Climate Adaption Plan, *Punta Gorda, Florida.* Led a multi-disciplinary team to prepare an update to the City's 2009 Climate Adaptation Plan and create a living shoreline technical guidance document. Performed vulnerability analysis using GIS-based bathtub model, available digital elevation data, and the latest available sea level rise projections published by IPCC. Report identifies vulnerable thresholds and qualitatively delineates areas of vulnerability, as well as recommendations to the City's Comprehensive Plan and coastal management element language. Climate Plan update includes a wide range of micro and macro level adaptation strategies.

Portosueno Park Living Shoreline, *Bradenton, Florida.* Providing marine engineering and environmental services for the park's waterfront to enhance conceptual designs with features such as a living shoreline, fishing piers, and a manatee viewing platform. Efforts will include public outreach, pre-application meetings with the environmental permitting agencies, and permit processing.

South Maritana Living Shoreline, *St. Pete Beach, Florida.* Project manager overseeing the St. Pete Beach Living Shoreline Design, which involves coastal engineering, grant-funded planning, and environmental permitting services to enhance and protect approximately 280 linear feet of shoreline in front of three waterfront properties in the Maritana neighborhood of St. Pete Beach. Leading the engineering team in conducting above- and below-water inspections of the seawall, assessing structural components for signs of deterioration, and developing design alternatives incorporating either a living shoreline or a hybrid nature-based solution. The project also includes developing construction drawings based on the selected alternative and ensuring compliance with all necessary permitting regulations.

CAPITAL

Victor Nguyen – Project Manager

PLANNING • ENGINEERING • CONSTRUCTION

Education

B.S., Civil Engineering
Florida Gulf Coast University

Certification

Engineer-in-Training
Procore Certified
FDOT CMDP Certified

Affiliation

(ASCE) American Society of Civil Engineering
(FES) Florida Engineering Society

Specialization

Plans Review
LAP Support
Traffic Design
Proposal Preparation
Business Development
Quality Assurance
Quality Control

Software

ProCore, AutoCAD, HEC-HMS, HEC-RAS, Microsoft Office Applications, Mathcad, ICPR, ArcGIS

Relative Experience

Profile: Victor is a seasoned project manager with extensive experience in disaster management, specializing in the planning and execution of emergency response and recovery projects. At Capital, Victor plays a critical role in overseeing all aspects of disaster recovery projects, including the review of emergency response plans, engineering designs, proposals, and cost estimates. His expertise extends to the field inspection and quality control of recovery operations, ensuring that material sampling and testing for earthwork, asphalt, and concrete meet the highest standards. Victor is highly knowledgeable in the (FDOT) specifications, particularly in the areas of documentation and contractor oversight, including the crucial aspects of Maintenance of Traffic (MOT) during disaster recovery operations.

Disaster Recovery Project Manager, Collier County – Hurricane Ian Emergency Projects. Victor, along with Roger Fritznel, were the main project managers in charge of 20+ emergency repair projects across Collier County caused by Hurricane Ian. Responsibilities include conducting site and communicating scope of work with subcontractors, attending meetings with stakeholders, creating project schedules, obtaining necessary work permits, completing contracts and change orders, and overseeing the daily operation.

Construction Manager, Punta Gorda Airport (PGD) Supertrak Manufacturing Building. Victor assisted Anthony, the lead construction manager, in the restoration of a steel hanger to pre-hurricane conditions. The project scope includes the replacement of steel roof panels, purlins, rafters, girts and wall panels. Anthony plays a significant role in ensuring that all stakeholders are kept up to date and that subcontractors remain on task and on schedule.

Project Manager, Punta Gorda Airport (PGD) Arcadia Aerospace Industries Hangar. Victor assisted Anthony, the lead construction manager, in the rebuilding of Arcadia Aerospace's Hanger from damages sustained during Hurricane Ian. Anthony is heavily involved in the daily operations of this project. Responsibilities include conducting site and communicating scope of work with subcontractors, attending meetings with stakeholders, creating project schedules, obtaining necessary work permits, completing contracts and change orders, and overseeing the daily operation.

Project Manager, Punta Gorda Airport (PGD) Terminal Departure Seating Electrical. Victor assisted Anthony, the lead construction manager, in providing contracting services during the installation of electrical components for the addition of new seating that now includes outlets in terminal. The project scope included the installation of new conduit, conductor, breakers, Tele-power poles. Anthony was responsible for the daily operations.

Project Manager, Lee County School District Harns Marsh Middle and Elementary School – Traffic Design Improvements. Victor is the lead project manager, along with Anthony, in designing an improved entry/exit route for parents and students with safety being the main objective. Responsibilities include design services, data collection, permitting, project scheduling and performing site visits with the client.

Project Engineer, Babcock Ranch- William & Mary Ann Smith Sports Complex. Victor is heavily involved with the management of the sports complex. Responsibilities include preparation of cost estimate, review of conceptual design, coordination with sub-consultants and client, project budget tracking, and management of project schedule.

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Anthony Arfuso, EI, PMP – Project Manager

PLANNING • ENGINEERING • CONSTRUCTION

Education

B.S., Civil Engineering
Florida Gulf Coast University

Certification

Engineer-in-Training
Lic#: 1100023799
ACI Concrete Field Technician – Grade 1
PCSA Level 1 Quality Control Technician
PCSA Level 2 Quality Control Manager

Affiliation

(ASCE) American Society of Civil Engineering
(FES) Florida Engineering Society

Specialization

Project Management
QA/QC
Traffic Design
Proposal Preparation
Business Development

Software

AutoCAD Civil 3D
Microsoft Office
ICPR
ArcGIS

Relative Experience

Profile: Anthony is a civil engineer with experience in planning and project management. Anthony has served as the lead project manager for multiple concurrent construction projects and understands the importance of delivering a project in a timely efficient manner while remaining within the allocated budget. Anthony has experience in coordinating with local officials, engineers, inspectors, and contractors regarding operations, schedules, and materials.

Project Manager, Punta Gorda Airport (PGD) Arcadia Aerospace Industries Hangar. Anthony was the lead project manager in the rebuilding of Arcadia Aerospace's Hanger from damages sustained during Hurricane Ian. Anthony is heavily involved in the daily operations of this project. Responsibilities include conducting site and communicating scope of work with subcontractors, attending meetings with stakeholders, creating project schedules, obtaining necessary work permits, completing contracts and change orders, and overseeing the daily operation.

Project Manager, Punta Gorda Airport (PGD) Supertrak Manufacturing Building. Anthony was the lead project manager in restoring a steel hanger to pre-hurricane conditions. The project scope includes the replacement of steel roof panels, purlins, rafters, girts and wall panels. Anthony plays a significant role in ensuring that all stakeholders are kept up to date and that subcontractors remain on task and on schedule.

Project Manager, Punta Gorda Airport (PGD) Terminal Departure Seating Electrical. Anthony was the project manager in providing contracting services during the installation of electrical components for the addition of new seating that now includes outlets in terminal. The project scope included the installation of new conduit, conductor, breakers, Tele-power poles. Anthony was responsible for the daily operations.

Project Engineer, Babcock Ranch- William & Mary Ann Smith Sports Complex. Anthony was heavily involved with the design of the sports complex. Responsibilities include preparation of cost estimate, review of conceptual design, coordination with sub-consultants and client, project budget tracking, and management of project schedule.

Project Manager, Collier County Facilities Hurricane Ian Response. Anthony was the lead Project Manager overseeing emergency response coordination for Collier County facilities during Hurricane Ian. His responsibilities included working closely with local authorities and stakeholders to create a unified response plan. Anthony managed project timelines and budget constraints while documenting key progress updates to ensure transparency throughout the emergency response process. Additionally, he coordinated with multiple subcontractors across various trades to facilitate rapid repairs and recovery, ensuring all work met in compliance with standards.

Project Engineer, Collier County Carson Road Sidewalk Improvements. The purpose of the project is to Construct a six-foot wide sidewalk on the East side of Arson Road from Immokalee Drive to Lake Trafford Road (approx. 0.50 miles) Anthony assisted the project manager with coordination between the Client and stakeholders. Responsibilities include document control via Procore, plan reviewal, project scheduling, and performing site visits.

Project Manager, Collier County ADA Bus Stops. Anthony is responsible for preparing plans, quantities, details, specifications, cost estimates, bidding, and limited services during construction for eight bus stop locations. The bus stops must meet federal guidelines as outlined in the ADA accessibility guidelines for transportation facilities. Additionally, bus stops shall meet the latest design standards.

CAPITAL

Marmi Sica, EI – Civil Engineer

PLANNING • ENGINEERING • CONSTRUCTION

Education
B.S., Civil Engineering
Florida Gulf Coast University

Certification
Engineer-in-Training
Lic#: 1100023932
FDOT Advanced TTC: 632193

Affiliation
(ASCE) American Society of Civil Engineering
(SHPE) Society of Hispanic Professional Engineers
(FES) Florida Engineering Society

Specialization
Transportation Planning - Traffic Engineering - Highway Design - Utility Design - Design-Build - Project Management Signalization Design- Signing & Striping - Maintenance of Traffic - Drainage Design - P D & E - Utility Coordination Pavement Design - FDOT Permitting - County – SFWMD-Permitting - Environmental Permitting - Construction Inspection Business Development Proposal Writing - Plan Preparation/Production - Computer Drafting - Constructability Review Construction Administration - Budgeting/Estimating - Specifications Development Contract Administration

Relative Experience

Profile: Marmi is a skilled Project Manager with broad expertise in transportation planning, site development, stormwater management, permitting, utility coordination, construction management, and contract administration. Well-versed in engineering priorities, Marmi effectively guides projects from concept to completion. As a key leader at Capital, Marmi excels in preparing scopes, analyzing solicitations, estimating costs, reviewing plans, value engineering, and overseeing QA/QC and contract administration.

Project Manager, Collier County, LAP Lake Trafford Sidewalks, Bike Lanes, and Drainage Improvements- Marmi was responsible for reviewing plans, QA/QC, and county and FDOT coordination. Construction of 6-foot-wide concrete sidewalk on the south side of the Lake Trafford Road from Carson Road to Krystal Lane; and North 18th Street to Laurel Street. Construction of a 5-ft wide bike lane from Little League Road to Laurel Street.

Project Manager, Collier County, LAP 111th Avenue, Bike Lanes, -Marmi was responsible for reviewing plans, QA/QC, and county and FDOT coordination. Construction of5 -foot-wide bike lane. Marmi provided services during construction. Scope included utility coordination, stakeholder coordination, site visit, pay app review, and contract close-out.

Project Engineer, Collier County Carson Road Sidewalk Improvements. The purpose of the project is to Construct a six-foot wide sidewalk on the East side of Arson Road from Immokalee Drive to Lake Trafford Road (approx. 0.50 miles) Anthony assisted the project manager with coordination between the Client and stakeholders. Responsibilities include , plan review (QA/QC), project scheduling, stakeholder coordination, and performing site visits.

Project Manager, Seminole Tribe of Florida – West Boundary Road Improvements Marmi managed the West Boundary Road Improvements project on the Big Cypress Reservation from planning through design and now leads the procurement phase. This 3.93-mile project includes roadway resurfacing, shoulder reconstruction, and a multi-use pathway. Marmi's responsibilities covered coordination with sub-consultants, cost estimating, QA/QC, and regular progress meetings with stakeholders. Currently, he is overseeing bid preparation and ensuring compliance with FDOT and tribal standards, aligning the project with both functional and cultural requirements for the Seminole Tribe.

Design Manager, Seminole Tribe of Florida – Brighton Frank-Shore & Billie Road Improvements Marmi served as Project Manager for the construction phase of the Brighton Frank-Shore and Billie Road Improvements on the Brighton Reservation for the Seminole Tribe of Florida. This project included the installation of a new waterline, stormwater infrastructure, utility relocations, and roundabout design, with Marmi overseeing comprehensive plan reviews and new construction efforts. He coordinated closely with the Senior Designer, reviewed submitted plans, and developed detailed work schedules in collaboration with all project stakeholders. Throughout the project, Marmi acted as an integral member of the Tribe's team, ensuring alignment with their needs and standards.

Babcock Ranch Community Park- Deputy Project Manager. Marmi's role in the Babcock Ranch community park included putting together a design team, preparing scope and fee, coordinating with specialty designers, permit coordination with Charlotte County and SFWMD, drainage analysis, site development, and reviewing contractors' payment applications. The park is a 20-acre recreational facility designed to serve the local community with a variety of sports and recreational amenities. The park features a turf football field, soccer field, baseball field, softball field, skate park, and a maintenance building.

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Adam Ahmad PE, AICP, CGC – Project Manager

PLANNING • ENGINEERING • CONSTRUCTION

Education

B.S., Civil Engineering
University of Kansas

Certification

FL Professional Engineer

Lic#: 72472

Professional Planner

AICP No.: 028767

Florida General Contractor

Lic#: 1525246

DOT/FAA Airman Certificate UAS 3999943

FDOT Advanced TTC: 28347

Specialization

Transportation Planning - Traffic Engineering - Highway Design - Utility Design - Design-Build - Project Management Signalization Design- Signing & Striping - Maintenance of Traffic - Drainage Design - P D & E - Utility Coordination Pavement Design - FDOT Permitting - County Permitting - Environmental Permitting - Construction Inspection Business Development Proposal Writing - Plan Preparation/Production - Computer Drafting - Constructability Review Construction Administration - Budgeting/Estimating -

Relative Experience

Profile: Adam Ahmad is a seasoned Principal Project Manager with over 20 years of experience in overseeing large-scale design, planning, and construction projects. His expertise includes project estimating, scheduling, quality management, and cost control. Adept at team leadership and stakeholder communication, Adam has successfully managed multi-disciplinary teams and delivered projects on time and within budget. He excels at coordinating project phases, ensuring compliance with FDOT standards, and maintaining client relationships. Adam's strong focus on problem-solving and project efficiency makes him an invaluable asset in managing complex infrastructure projects.

Roadway Design Engineer; Oil Well Road (Immokalee Road to Camp Keais Road); Collier County, Florida. Widening and reconstruction of 11.1 miles of Oil Well Road from Immokalee Road to east of Camp Keais Road in eastern Collier County. The project scope included widening a two-lane rural section to a four lane and six lane urban section. The permitting effort included drainage and environmental impacts to environmentally sensitive areas. Responsibilities included preparation of the design plans in Microstation, public involvement meetings and field calculations. Participated in post design services throughout the project.

Roadway Design Engineer; Immokalee Road (CR 951 to 43rd Avenue NE); Collier County, Florida. Design of the widening of 8.1 miles of the existing two-lane roadway to a six-lanes. Responsibilities included aerial photography, attended public meetings and performed modeling and computer simulations. Attended public involvement meetings.

Roadway Design Engineer; Vanderbilt Beach Road (Airport to Collier Boulevard Design); Collier County Florida Widening of 5.5 miles of the existing rural two-lane roadway to a six lane, urban divided roadway. Responsibilities included preparation of the design plans in Microstation/GEOPAK, utilities designs, drainage calculations (ICPR) and field calculations. Provided close coordinate with local agencies.

West Boundary Road Reconstruction Seminole Tribe of Florida -Engineer of Record:

Adam served as the Engineer of Record for the West Boundary Road Safety Improvement project on the Big Cypress Seminole Indian Reservation. Spanning 3.70 miles from Josie Billie Highway to Arrow Road, the project included roadway reconstruction, milling, resurfacing, drainage, multi-use pathway lighting, fiber optic design, and utility upgrades. Adam led field investigations, coordinated geotechnical surveys, and managed design approvals, ensuring compliance with FDOT and STOF standards. His leadership facilitated the project's successful progression and enhanced safety for the community.

Babcock Ranch Community Park-Engineer of Record: Adam served as the Principal Project Manager for the Babcock Ranch Community Park project. In his role, he was responsible for contract administration and assembling a skilled team to execute the project. Adam led charrette meetings to facilitate collaborative planning, reviewed and approved sub-consultants, and finalized plans submitted by project engineers. He maintained constant communication with the client, ensuring their needs and expectations were met. Adam also provided approval for the selected contractor, ensuring the project adhered to budget and timeline constraints. Additionally, he oversaw quality control, coordinated with regulatory bodies for necessary permits, and managed risk to ensure successful project completion. His leadership and expertise were pivotal in the development of the 20-acre park, featuring diverse recreational facilities.

Design Manager, Josie Billie Highway Segment 2, Seminole Tribe of Florida, Big Cypress Reservation, Florida Federal Funded BIA - This project consists of widening 9.6 miles of Josie Billie Highway from 10 feet per lane to 12 feet per lane. The construction also includes paved shoulders and guardrails at the canal

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EDUCATION:

University of Florida | Bachelor of Science in Civil Engineering | 1989

REGISTRATION AND LICENSES:

Civil Engineering FL | # 47059 | 1993

PROFESSIONAL AFFILIATIONS:

Florida Engineering Society **|** 1989 – Present

American Society of Civil Engineers **|** 1989 – Present

National Society of Professional Engineers **|** 1993 – Present

Florida Institute of Consulting Engineers **|** 1997 – Present

EXPERIENCE SUMMARY

Christopher Wright, P.E., is co-founder and CEO of RWA, Inc. since 1999. With over 36 years in real estate development and 32 years as a professional civil engineer, Wright manages public sector civil engineering projects in utilities, transportation, water resources, and municipal facilities. In the private sector, he collaborates with national home builders and developers on residential and commercial projects. Known for efficient project management, Wright has successfully completed numerous large-scale multimillion-dollar projects across Florida, adapting approaches to diverse locations and client objectives.

REPRESENTATIVE PROJECTS

Myakka River Park | Charlotte County, FL
Principal-in-Charge for the planning and design of a 133-acre waterfront passive park in Charlotte County, Florida, delivered under the County's continuing services contract. Provided leadership and QA/QC oversight throughout all project phases, including site inventory and analysis, data collection, public engagement, schematic design, and design development. Supported the engineering team in completing Phase 1 design and permitting, which includes new parking areas, a kayak launch/ beachhead, pedestrian pathways, stormwater facilities, and native landscaping. Collaborated closely with the project team to meet goals and objectives while ensuring client satisfaction, design quality, and adherence to schedule.

Estero Entertainment District | Village of Estero| Estero, FL
Principal-in-Charge for a 20-acre mixed-use entertainment district and recreational park project for the Village of Estero. Responsibilities included overseeing civil engineering, surveying, landscape architecture, environmental, geotechnical, and permitting services. The project features indoor/outdoor recreation, pickleball courts, a pavilion, trails, parking, utility infrastructure, and stormwater management. Utilized ICPR and WaterCAD for modeling and coordinated extensively with the Village, construction manager, and public stakeholders. Currently in the design and permitting phase.

Bayview Park Hamilton Avenue Improvements| Collier County, FL
Principal-in-Charge and Engineer of Record for improvements to Bayview Park, a 4-acre public park in Collier County, Florida, featuring two boat ramps, picnic shelters, a playground, and restrooms. Led a feasibility study and subsequent full design, permitting, and construction administration for enhancements along a 0.5-mile section of Hamilton Avenue. Improvements included 35 new boat trailer parking spaces, a 10-foot-wide multi-use path, full roadway reconstruction, and an off-site stormwater treatment swale system. Additional responsibilities included surveying, ROW mapping, environmental permitting (ACOE and SFWMD), ecological assessments, landscape and lighting design, and construction oversight.

Community School of Naples Athletic Stadium and Field | Collier County, FL
With the ongoing investment of new campus facilities as part of the Vision 2020 Campaign for Excellence RWA was selected to provide Civil Engineering and Surveying and Mapping services to repurpose an existing 4-acre practice field site into an Athletic Stadium and Field. Mr. Wright served as the Principal in Charge for this new facility that will provide for 1,000 stadium seats, restrooms, concessions and multi-purpose field with an artificial turf surface. RWA provided site planning, design phase surveying, sketch and descriptions, civil engineering design, construction plans and technical specifications, permit application preparation and support, bidding phase services and construction phase services. This project also provided for 55 parking spaces in a newly constructed parking area and added extra drainage infrastructure to support the new complex and provide extra support for an existing portion of the campus that was underserved.

Fort Myers Beach Library Expansion | Town of Fort Myers Beach
Mr. Wright served as Principal-in-Charge for civil engineering services as part of an architect-led team for the expansion of the Fort Myers Beach Public Library. RWA provided site planning, civil engineering design, construction plan preparation, and permitting services for the development of a 14,000-square-foot expansion to the existing 14,855-square-foot library. The project was located on approximately 1.23 acres in the Town of Fort Myers Beach.

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CHRISTOPHER O. WRIGHT, P.E., CEO
ENGINEERING SENIOR PRINCIPAL

RWA ENGINEERING

EDUCATION:

University of Florida | Bachelor of Science with Honors | Civil Engineering

REGISTRATION AND LICENSES:

Civil Engineering FL | # 60910 | 2004

PROFESSIONAL AFFILIATIONS:

Florida Engineering Society

National Society of Professional Engineers

EXPERIENCE SUMMARY

Mr. Pappas is a professional engineer registered in the state of Florida and joined RWA as a Senior Project Manager in 2010. Mr. Pappas has more than 24 years of civil engineering experience in Southwest Florida. Mr. Pappas has been involved in the design, permitting, and construction services for several projects. His project experience and technical expertise includes stormwater hydrologic modeling, hydraulic modeling of storm sewers, potable water system design, sanitary sewer design, sanitary pump station design, project permitting, construction field inspections, and project certification.

REPRESENTATIVE PROJECTS

Ann Olesky Park | Collier County Parks and Recreation | Collier County, FL
Senior Project Manager and Engineer of Record responsible for the design and permitting of approximately 500 feet of shoreline restoration. Shoreline restoration included utilizing erosion control fabrics to armor the lake banks against erosion. The project also included coordination with the Florida Fish and Wildlife Conservation Commission to add fish beds and aquatic plantings to improve fish habitat adjacent to the shoreline.

Estero Entertainment District | Village of Estero| Estero, FL
Senior Project Manager and Engineer of Record for a 20-acre mixed-use entertainment district and recreational park project for the Village of Estero. Responsibilities included overseeing civil engineering, surveying, landscape architecture, environmental, geotechnical, and permitting services. The project features indoor/outdoor recreation, pickleball courts, a pavilion, trails, parking, utility infrastructure, and stormwater management. Utilized ICPR and WaterCAD for modeling and coordinated extensively with the Village, construction manager, and public stakeholders. Currently in the design and permitting phase.

Fort Myers Beach Library Expansion | Town of Fort Myers Beach | Fort Myers Beach, FL
Engineer of Record for the civil engineering services as part of an architect-led team for the expansion of the Fort Myers Beach Public Library. RWA provided site planning, civil engineering design, construction plan preparation, and permitting services for the development of a 14,000-square-foot expansion to the existing 14,855-square-foot library. The project was located on approximately 1.23 acres in the Town of Fort Myers Beach.

Gulfside Twelve | Dublin Real Estate Investment Group | Fort Myers Beach, FL
RWA, Inc. provided site planning, civil engineering design, construction plans and technical specifications, permit application preparation and support, bidding phase services, limited construction phase services, and preliminary utility acceptance for the Gulfside Twelve beachfront residences. This project involved demolishing the existing Carousel Hotel to make room for two new 4 story buildings over parking for a total of twelve units located directly off the beach.

SR90 & SR/CR 951 Intersection Capacity Improvements | Collier County Transportation |Collier County, FL
Senior Project Engineer responsible for designing and permitting the relocation of 20” potable water, 20” sanitary sewer, and 24” raw water transmission mains. The transmission main relocation was necessary to keep the mains outside of the roadway widening for the future grade separated overpass. Record drawings and ground penetrating radar was reviewed to locate the numerous existing infrastructure within the right-of-way. Mr. Pappas was responsible for designing the relocation of approximately 7700 feet transmission mains for the project. Mr. Pappas worked closely with the roadway and storm drainage engineers to minimize conflicts with the mains and provide the optimal main locations.

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MICHAEL C. PAPPAS, P.E., DIRECTOR OF ENGINEERING
ENGINEERING PRINCIPAL

EDUCATION:

University of South Florida |Bachelor of Science in Civil Engineering | 2000

REGISTRATION AND LICENSES:

Civil Engineering | FL 63113 |

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers

Peace River Engineering Society, Past President

Sarasota County Stormwater Environmental Utility Advisory Committee

Florida Stormwater Association

Gulf Coast Builders Exchange

EXPERIENCE SUMMARY

Tim Roane, P.E., is a licensed civil engineer in Florida with over 24 years of experience in project management, stormwater and utility design, site/civil engineering, permitting, and construction management. Proficient in tools such as AutoCAD, ICPR, Modret, and WaterCAD, he has successfully designed and permitted a wide range of projects, including residential communities, regional stormwater systems, schools, roadways, and utilities. He has permitted projects through SFWMD, FDEP, DOH, and the U.S. Army Corps of Engineers.

Mr. Roane serves as a Senior Project Manager and Engineer on various project assignments throughout Southwest Florida. He has a diverse portfolio of project experience having served both private and public sector clients throughout the region.

REPRESENTATIVE PROJECTS

Myakka River Park | Charlotte County, FL
Senior Project Manager - The parkland consists of 133 acres of prime waterfront property that is undeveloped. The County's initial objective for the RWA Team was to provide professional services to develop one of the County's premier passive recreational parks consisting of: Site Inventory and Analysis, Data Gathering, Visioning/Public Engagement, Schematic Design, Design Development, Construction and Permitting. RWA has completed the engineering design and permitting for Phase 1 which includes additional parking for the park and kayak launch/beach head, pedestrian pathways, stormwater management facilities and natural landscaping. It is anticipated to bid for construction later this year.

Site Assessment and Feasibility Study of Existing Cultural Center Site | Charlotte County, FL
Senior Project Manager for the project team selected by Charlotte County to complete the site assessment and feasibility study for the existing Cultural Center. The intent of the project was to assist the County with determining what the public wants for the cultural center and exposes them to ideas that may be new or different from what they may expect from the past facility. Services included overall site assessment, conceptual site planning, a series of public outreach forums, building program options, a board presentation which summarized the full site feasibility.

(Previous experience prior to Mr. Roane joining RWA)

Siesta Key Beach Park | Sarasota County, FL |
Project Engineer. The Siesta Key Beach Park project consisted of a $21 million dollars of park and infrastructure improvements. Construction started in 2013 and opened February 2016. Construction was carefully sequenced to minimize interruption during peak tourist season. Services included programming, park design, utility design, site civil design, landscape architecture and permitting through the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), Sarasota County Utilities, and the United States Army Corps of Engineers (USACOE).

Port Charlotte Beach Park | Port Charlotte | Charlotte County, FL
This project created an iconic bayfront park destination. The park design was developed through a public process with extensive community input. Phase 1 of the 16-acre park site incorporated parking reconfiguration, stormwater retention, utility coordination, a dedicated boat trailer access to the boat ramp, solid waste enclosure, sidewalks and wayfinding signage. The second phase consisted of the sailing center, covered boat storage, shade pavilion and maintenance building. The final consists of the much-awaited recreational center and pool. Tim served as the Engineer of Record.

Lake Betty Park | Port Charlotte | Charlotte County, FL|
Project Manager. The project involved design and permitting of a bathroom building, sidewalks and utilities for Lake Betty Park. The utility systems consisted of a water service and grinder pump station designed to meet Charlotte County Utility (CCU) Standards.

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TIM ROANE, P.E, SR. PROJECT MANAGER
SENIOR PROJECT MANAGER / PROJECT ENGINEER

RWA ENGINEERING

EDUCATION:

NSPS – ACSM Certified Survey Technician Certification for field and Office

ICS International Correspondence School of Land Surveying on the Fundamentals and Procedures of Land Surveying 2 Year Degree

REGISTRATION AND LICENSES:

FL Registered Surveyor and Mapper RSM | No. 5335 | 1996

EXPERIENCE SUMMARY

A Florida Registered Surveyor and Mapper since 1996, Wayne Agnoli brings nearly 40 years of experience in surveying and mapping for public and private projects across Lee, Collier, and Charlotte Counties. His work spans parks, streetscapes, roadways, utilities, universities, sports facilities, and airport expansions. He excels in coordinating multidisciplinary teams, overseeing scope, budgets, permitting, and construction administration for multimillion-dollar projects. His expertise includes roadway and drainage improvements, stormwater management, and utility infrastructure. Agnoli has also led field surveys, utility coordination, and construction services, including bidding, inspections, and certifications.

Mr. Agnoli previously served as Vice President of Survey Operations at Naples based Agnoli, Barber, and Brundage until he joined RWA last year and has now assumed the role of Director of Surveying and Mapping.

REPRESENTATIVE PROJECTS

Port Charlotte Beach Park Space Plan | Charlotte County, FL
Project manager and Project Surveyor responsible for the professional survey services for the Port Charlotte Beach Park Space Plan project. Survey services included topographic and horizontal control information for the design of the project area. The extent of the survey included the entrance driveway to the first bay of the parking lot, along the southern limits of the project (upland of the mean high-water line) to the property line on the east. The Design Survey consisted of existing site improvements within the project area and included ancillary and peripheral survey of adjacent features as necessary including sidewalk connections and elements which traverse the project area. Survey included existing trees and drainage features (catch basin inverts and grate elevations, pipe inverts, pipe diameter and material).

(Previous experience prior to Mr. Agnoli joining RWA)

Collier County Paradise Sports Park | Collier County, FL
Project manager and Project Surveyor for the construction of roads, water, sanitary sewer and storm drainage systems, construction of 5 soccer fields parking areas and supporting structures and sidewalks for additional improvements to expand the facility at the park.

Fort Myers Beach Library | Town of Fort Myers Beach , FL
Project Manager and Project Surveyor for the construction of a new library building. The project consisted of 18,895 square feet of new building and approximately 15,295 square feet of existing library space which was renovated once the new building was completed. The new building was erected to the west of the existing building, and tied into the existing building. Due to the nature of the area in which this building was built, it fell into a flood plain area. The new structure was three stories tall, and the second floor tied into the existing building's second floor level. The third floor does not tie into the existing building at all. Since the existing building was built at a different flood plain level, at the time of construction, the existing first floor level does not tie into the new building at all. The entry elevated bridges the two buildings together.

Hammond Stadium Renovation | Fort Myers, FL
Served as Project Surveyor and Manager for the as-built documentation of existing structural supports at Hammond Stadium, home to the Florida State League's Fort Myers Miracle. The survey supported the design of upgrades expanding seating from 8,000 to 9,300 and adding premium amenities. The project was completed in two phases: Phase 1 (Feb 2014): Included a new player development academy, clubhouse and admin renovations, new GCL field and agility field, a 360-degree boardwalk with berm seating, and additional parking. Phase 2 (Feb 2015): Included expanded concourses, upgraded concessions and restrooms, premium and group seating improvements, clubhouse expansion, a new retail store, and press box renovations.Total additions: 42,000 sq ft to the boardwalk and 57,000 sq ft to the stadium.

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WAYNE D. AGNOLI, RSM
DIRECTOR OF SURVEYING AND MAPPING

CMA Design Principal Chris Counts and Arcraft Studios architect Ted Sottong visiting the site.

Ted Sottong, AIA
AR90251
Arcraft Studios
3592 Broadway
Suite 130
Fort Myers, FL 33901

Education:
University of Pennsylvania, M Arch, 1991
University of Maryland, BS in Arch, 1989

Work Experience

Arcraft Studios, LLC	Fort Myers, FL	Founder | Owner	2024-Present
Liberating Vision Design, LLC	Fort Myers, FL	Cofounder | Partner	2018-2024
Studio+	Fort Myers, FL	Cofounder | Partner	2011-2015
Architecture, Inc.	Fort Myers, FL	Partner	2004-2011
Noelker & Hull Associates, P.A	Chambersburg, PA	Partner	1994-2003
DCMM Architects	Gaithersburg, MD	Intern	1991-1994

Selected Significant Clients – education related:

- Florida Gulf Coast University
  Projects include: Entry monument, Great Lawn, Veterans' Pavilion, The Boardwalk, Alico Arena Addition, Baseball and Softball batting cages, baseball press box, Outdoor Sports Complex – with Studio+ and Architecture, Inc.
  Swimming Facility Feasibility Study – with Liberating Vision Design.
- FGCU / Naples Botanical Gardens
  Harvey Kapnick Center - with Architecture, Inc.
- NOVA Southeastern University
  New college classroom and office building – with Architecture, Inc.
- Canterbury School
  Press Box – with Liberating Vision Design
- St. John Neumann
  Justin Holecek Center – with Architecture, Inc.
- St. Elizabeth Seton School
  Administration Building – with Liberating Vision Design
- The Pennsylvania State University
  Projects include residence halls Senat Hall, Penn State Behrend and Cedar Hall, Penn State Altoona – with Noelker & Hull
- Delaware Valley College
  Residence hall South Hall – with Noelker and Hull
- Shippensburg University
  Residence hall Stone Ridge Commons – with Noelker & Hull
- YMCA Greater Naples
  Toilet renovations – with Liberating Vision Design

Brief Bio
Ted Sottong is a skilled planner and designer working in the Fort Myers area since 2004. With over 30 years in the profession of architecture, Ted has been the architect for hundreds of projects. Ted prides himself on the personal relationships he has built with both clients and consultants through the years.

Jonathan Dieudonne
Arcraft Studios
3592 Broadway
Suite 130
Fort Myers, FL 33901

Education:
Florida SouthWestern State College, AS Architectural Design and Construction Technology, 2022
Florida SouthWestern State College, AA General Education, 2022

Work Experience
Arcraft Studios, LLC Fort Myers, FL Project Manager | Director. of Production 2021-Present

*Selected Significant Projects:

- Full Steam Ahead
  Conversion of offices to an after school educational STEAM after-school program
- Shops at 47th Terrace
  Exterior renovation of a small strip retail center
- Budda Bachi
  Conversion of a vacant tenant space to a small restaurant
- La Mexicana
  Build out of a small restaurant with an outdoor dining addition
- Cape Coral Industrial Suites
  New construction of four suites for industrial use
- Gunnery Grocery
  Interior buildout of shell space for a grocery store
- Liquiglide
  Interior build out of a distribution warehouse space for manufacturing
- North Fort Myers Presbyterian
  Storage addition to a church
- Cirella's
  Interior renovations for a restaurant
- Van Buren Apartments
  New 18-unit apartment building
- Orthum Offices
  Interior renovations for an office
- North Fort Myers and Punta Gorda Arcades
  Interior renovations for an arcade space
- City Gate Church
  Interior renovations for a church youth room
- Suncoast Building Supply
  Interior and exterior renovations for a storefront
- Residential additions, renovations, and new construction for dozens of owners of single family residences and condominiums.

*All projects performed while at Liberating Vision Design / Arcraft Studios

Brief Bio
Jonathan Dieudonne is a graduate of Florida SouthWestern State College, enrolling after leaving during his first year at the University of South Florida Architecture program. He preferred the education that FSW had to offer, and it gave him the opportunity to begin working immediately in the field he knew he loved. Jonathan enjoys both residential and commercial projects, and has utilized his FSW education to the benefit of both himself and Arcraft Studios.

Florida International University
Panther Quad & Tamiami Hall

Previous Project Experience of Chris Counts while Design Principal at Perkins&Will.

chen moore and associates

Experience

Experience

Extensive municipal client experience.

Chen Moore and Associates brings a deep and proven portfolio of experience serving government and municipal clients across the state of Florida. With successful partnerships spanning more than 75 cities, towns, and public agencies, the firm has established itself as a trusted leader in delivering engineering, planning, and landscape architecture services tailored to the needs of local governments. From urban infrastructure improvements to park redevelopment and utility system upgrades, CMA offers comprehensive expertise in navigating complex public-sector projects. **The firm also has significant experience supporting communities through post-disaster recovery, including work funded through federal relief programs.** This breadth of work reflects a strong understanding of regulatory frameworks, public engagement, and the unique challenges faced by municipalities across Florida.

Select clients include:

Braden River Utilities	City of Hollywood	City of Riviera Beach Public Works	Parkland Utilities
Broward College	City of Key West	City of Riviera Beach Utility District	Seacoast Utility Authority
Broward County	City of Lake Worth Beach	City of Sunny Isles Beach	Town of Bay Harbor Islands
Broward County Aviation Department	City of Lauderhill	City of Sunrise	Town of Davie
Broward County Seaport	City of Marathon	City of West Melbourne	Town of Hillsboro Beach
Cedar Key Water & Sewer District	City of Margate	City of West Palm Beach	Town of Hypoluxo
City of Coconut Creek	City of Miami	City of Westlake	Town of Jupiter
City of Cooper City	City of Miami Beach	City of Wilton Manors	Town of Jupiter Island
City of Coral Gables	City of Miami Gardens	Ferncrest Utility	Town of Medley
City of Coral Springs	City of Miramar	Gainesville Community Redevelopment Agency	Town of Miami Lakes
City of Dania Beach	City of North Lauderdale	Gainesville Regional Utilities (GRU)	Town of Orange Park
City of Deerfield Beach	City of North Miami	Lauderdale-By-The-Sea	Town of Palm Beach
City of Delray Beach	City of North Miami Beach	Loxahatchee River District	Village of Bal Harbour
City of Doral	City of Oakland Park	Margate Community Redevelopment Agency	Village of Islands, Islamorada
City of Fort Lauderdale	City of Pembroke Pines	Marion County Board of County Commissioners	Village of Palm Springs
City of Gainesville	City of Plantation	Martin County Board of County Commissioners	Village of Pinecrest
City of Hallandale Beach	City of Pompano Beach	Palm Beach County	Village of Tequesta
City of High Springs	City of Pompano Beach CRA	Parkland Utilities	Village of Wellington

Currie Park

West Palm Beach, Florida

Client / Reference - City of West Palm Beach - Lorenzo Rivero - 561.494.1076 - email: lrivero@wpb.org
Completion Date - 2026 (est.)

Federally funded project

The new Currie Park project in West Palm Beach is a pivotal investment in community resilience, recreation, and revitalization.

A new social hub for West Palm Beach

CMA is serving as the prime consultant for the redevelopment of Currie Park in the City of West Palm Beach, leading a transformative project aimed at enhancing this vital public asset to improve community health, well-being, and economic vitality. To support this effort, CMA assembled a strong team of subconsultants, bringing together diverse expertise to ensure a comprehensive and successful redevelopment. Spanning 13.6 acres of waterfront space, Currie Park currently features boat ramps with trailer parking, tennis courts, a fishing pier, a playground, a landmark memorial honoring Dr. Martin Luther King Jr., covered pavilions, and restroom facilities. The project is being executed in two phases.

CMA led Phase I, which focused on information gathering, public engagement, and visioning. As part of this phase, the CMA Team conducted a marina market analysis, developed a comprehensive maintenance and operations plan, and explored public-private partnerships and alternative financing strategies for the

Currie Park

park's redevelopment. The CMA team assisted the City and CRA in securing $16.74 million through the Florida Department of Economic Opportunity's Building Resiliency Grant, following a $20.3 million funding request. The Vision Plan for Currie Park was officially approved by the CRA Board and City Commission on June 1, 2021, setting the stage for the next phase of development.

Phase II of the project encompasses Design, Construction Documentation, Permitting, and Construction Administration, all based on the approved Currie Park Master Plan developed by the CMA team and endorsed by the Community Redevelopment Agency Board and City Commission. The master plan preserves key existing features, including the MLK Memorial and Boat Ramp, while introducing new amenities such as a fitness area, sports courts, a waterfront promenade, a living shoreline, native gardens, a multipurpose lawn for cultural and special events, a café/kiosk, restrooms, a small watercraft launching area, and a destination playground. In January 2025, the construction contract was awarded to West Construction, with the notice to proceed pending one final environmental review by the Florida Department of Commerce. The total project cost is projected to exceed $37 million, with construction expected to span 24 months.

Blue Road Park

Coral Gables, Florida

Client / Reference - City of Coral Gables - Jean Solari - 305.446.6800 - email: jsolari@coralgables.com
Completion Date - 2025

Federally funded project

Public space destination for Coral Gables

CMA provided design, permitting, and construction administration services for the development of Blue Road Park, a neighborhood park, to serve residents. The plans will be based on the conceptual plans developed by the City and provided to CMA as an exhibit. The project program includes: site preparation (clearing and grading, removal of existing landscape); development of a site plan based on the provided concept plan to include landscape, irrigation, perimeter fencing, internal pathways, upland viewing deck, playground, site furnishings (i.e. drinking fountains, picnic tables, benches, waste receptacles, bike racks, etc.), and security lighting; attendance at public engagement meeting with the local residents; preparation of construction documents; coordination with permitting agencies; bid assistance; and construction administration services.

Through the permitting efforts, the regulatory agencies required a benthic survey to be performed to identify any environmentally sensitive species (including observations for manatees and other protected marine species) that could be impacted by the project.

This project is part of the city's initiative to enhance community recreational facilities.

Village Bayfront Park

Miami Shores, Florida

Client / Reference - City of Miami Shores - Frank Ruiz - 305.795.2210 - email: ruizf@msvfl.gov
Completion Date - 2025

Enhanced public waterfront

The project consists of the design, permitting, and construction of improvements at the Miami Shores Village (Village) Bayfront Park, located along North Bayshore Drive running approximately 900 feet from NE 94th Street to the park's northern limits, north of NE 96th Street. The Village received a grant from the Florida Inland Navigation District (FIND) as well as the FDEP for improvements to the seawall at Bayfront Park. The Village intends to stabilize the shoreline to prevent erosion and surge flooding. CMA is providing civil engineering, landscape architecture, and optional site electrical and lighting engineering services.

A newly designed waterfront park that allows visitors unobstructed water views on an elevated seawall.

White Course Park

Doral, Florida

Client / Reference - City of Doral - Lazaro Quintero - 305.593.6600 x5006 - email: lazaro.quintero@cityofdoral.com

Federally funded project

A Doral Parks Bond initiative, White Course Park is a vibrant neighborhood destination in the heart of Doral, thoughtfully transformed from the site of the former White Course golf course into a welcoming urban oasis.

Multi-attraction destination in Doral

CMA provided landscape architecture and engineering services and related disciplines for the City of Doral, Florida. CMA prepared full design documents, permitting, bid support and construction administration support services for a new 2.7 acre (approximate) park on the north side of NW 41st Street and approximately at the theoretical NW 84th Avenue, within the Downtown Doral South development. The park includes a shaded playground, a flexible event plaza, outdoor fitness stations, an off-leash fenced dog area, multi-purpose greenspace, a restroom building with IT closet, rain gardens picnic shelters, space for public art, walkways and lighting. CMA's scope of services included Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.

White Course Park

Civic Participation & Planning

The park reflects robust local democracy: residents shaped the vision via surveys and workshops and officially endorsed it through bond approval .

The city's leadership emphasized a vision of equitable park access for all residents.

White Course Park has become a vibrant centerpiece of Doral, supporting:

- Equitable access to public greenspace within walking distance
- Family - and pet-oriented facilities, promoting safety and enjoyment
- Healthy lifestyle options and multi-modal connectivity
- Community-led planning in alignment with voter-approved funding
- A symbol of heritage and identity, linking Doral's past and future

Its presence elevates quality of life and reflects a strategic investment in community well-being.

City Park

Oakland Park, Florida

Client / Reference - City of Oakland Park - Sierra Marrero - 954.630.4479 - email: sierra.marrero@oaklandparkfl.gov

A new standard for public space in Oakland Park

City Park consists of 20 acres including several existing parks and municipal facilities. Those facilities include a community center, public works operations center and Fire Station No. 9. As part of the master planning effort led by Zyscovich Architects, the public works facility and the fire station were relocated in a site reconfiguration within the southern half of the site (+/- 9 acres). The master planning effort included a splash pad and other site amenities to promote pedestrian and overall park connectivity. CMA was the civil engineer and landscape architect of record for Phase 1 of the City Park, consisting of approximately 2.9 acres, featuring five pickleball courts, two basketball courts, an accessible playground, a renovated concession stand, family restrooms, and the first splash pad in Oakland Park.

It was the first project completed as part of Oakland Park's Building Our Second Century bond program, which was approved by the majority of voters in 2018.

The design for City Park reflects elements that will be used throughout future City projects. The architectural style of the structures, the design of the benches and lights, and the colors of the amenities were carefully coordinated. Similar elements will be incorporated into future city projects to create a distinct and cohesive look for Oakland Park.

The project was substantially completed in October 2022 with a construction budget of approximately $ 7.6M.

Lakeside Park

Coconut Creek, Florida

Client / Reference - City of Coconut Creek / CPZ Architects - Chris Zimmerman - 954.792.8525 - email: czimmerman@cpzarchitects.com

Restoring nature and fostering community connections in the City of Coconut Creek.

A pedestrian-friendly experience

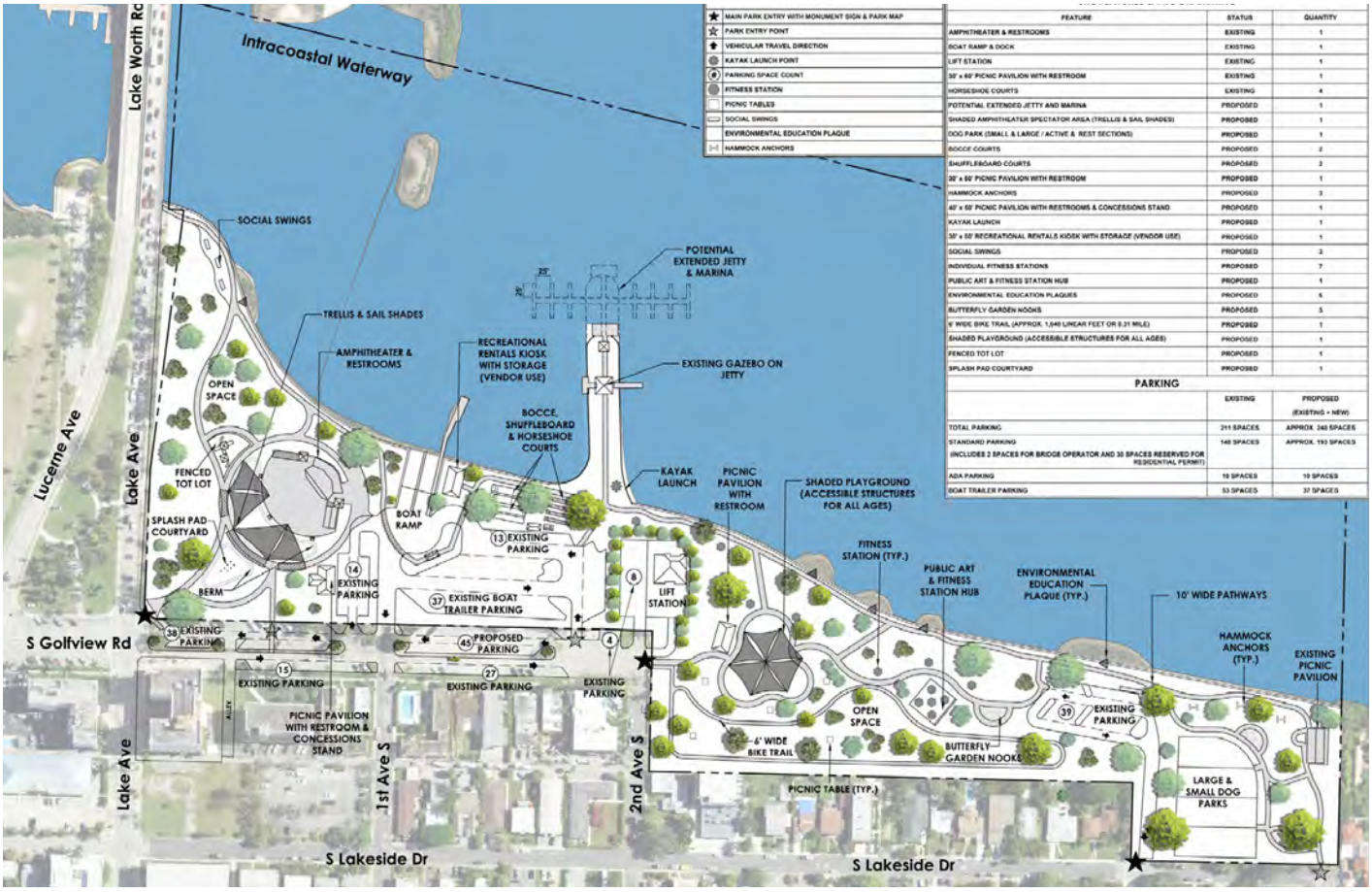
CMA is providing professional civil engineering and landscape architecture services for the Coconut Creek Lakeside Park Improvements project. The proposed improvements are within an area of approximately 13.85 acres and include a butterfly garden, pedestrian walkways, a multi-use athletic field approximately 260'x435' with LED lighting, two half-court basketball courts with LED lighting, exercise and dog waste stations along the pedestrian walkways, and a game area. Site amenities include benches, bicycle racks, waste receptacles, water fountains, picnic tables, grills and a shade pavilion among other items.

As a subconsultant to CPZ Architects, CMA is providing design development, site planning, construction drawings, permitting, bidding assistance and construction administration.

Open Space and Recreation Master Plan

Lake Worth, Florida

Client / Reference - City of Lake Worth - William Waters, AIA - 561.586.1798 - email: wwaters@lakeworthbeachfl.gov
Completion Date - 2025



Open space and recreational program created by listening to the community.

A blueprint for the City's future

a comprehensive Open Space & Recreation Master Plan. This carefully designed plan unfolds in four key phases:

1. Assessing existing conditions
2. Analyzing community needs and preferences
3. Developing a strategic, phased implementation plan
4. Guiding adoption and execution

Serving as a blueprint for the city's future, the plan aims to enhance open spaces and recreational amenities to meet both current and evolving community needs.

Bay of Pigs Memorial Park Improvements

Miami, Florida

Client / Reference - City of Miami - Lidice Bordon - 305.416.1281 - email:lborodon@miamigov.com
Completion Date - 2023

Overall Improvements at the Bay of Pigs Memorial Park, and the new monument honoring the Cubans who participated in the Bay of Pigs Invasion.

A blueprint for the City's future

CMA provided professional engineering and landscape architecture services for the design, permitting and construction services for site improvements at the Bay of Pigs Memorial Park. This City of Miami Office of Capital Improvements project included the expansion of the existing playground, new pedestrian walking paths, accessible fitness equipment, seating areas, site lighting, and a monument plaza. CMA's civil engineering and landscape architecture team partnered with surveying, structural engineering, and electrical engineering subconsultants to design this project in the heart of the Flagami neighborhood. The project evolved to also include Right-of-Way improvements which proposed new curb and gutters, roadway drainage system, parallel parking spaces, and sidewalks. The project now serves as a revitalized meeting place for the adjacent residents. This project recently won the President's Choice Award at the Cuban American Association of Civil Engineers (CAACE) Annual Gala.

Collier County Hurricane Ian Emergency Response

Client Name: Collier County Facilities Management
Client Address: 3335 Tamiami Trail E, Naples, FL 34112
Client POC: Camden Smith, Project Manager, (239) 682-0082, Camden.Smith@Colliercountyfl.gov
Contract Start: September 29th, 2022
Contract Finish: August 18th, 2023

Capital Consulting was selected as the Emergency Response firm for Collier County Facilities Management following the widespread devastation caused by Hurricane Ian. In this role, Capital Consulting collaborated closely with the County's Project Management team to address and manage the recovery efforts across over 64 different locations, which included marine clean-up, seawall repairs, county museums, and other county-owned facilities. Our primary responsibility was to ensure that these critical facilities could be reopened to the public as quickly and safely as possible. We worked diligently to complete necessary repairs promptly, preserving the integrity of the buildings and structures involved. Capital Consulting's scope of work encompassed a wide range of tasks, from assessing and repairing structural damage to facilitating clean-up efforts along the county's coastlines. Throughout the project, our team ensured that all required repairs were thoroughly executed, allowing Collier County to restore normal operations and serve its community effectively. Capital Consulting's swift and comprehensive response was instrumental in the county's recovery, ensuring that public facilities were safe, secure, and fully functional in the wake of the storm.

Services Included:

- Conducted constructability reviews for emergency repair scopes across all facilities
- Coordinated with contractors on phasing strategies for rapid mobilization and limited service interruptions
- Reviewed field modifications and ensured compliance with FEMA standards
- Performed field verification and CEI inspections to ensure proper installation of temporary and permanent repairs
- Assisted with preparation of punch lists, pay applications, and closeout documentation

Babcock Ranch ISD Lake Bank Remediation

Client Name: Babcock Ranch Independent Special District
Client Address: 2300 Glades Rd. Suite 410W, Boca Raton, FL 33431
Client POC: Bill Vander May, Senior VP-Ops, (561) 799-2345, bvandermay@kitsonpartners.com
Contract Start: June 28th, 2023
Contract Finish: December 7th, 2023

Capital Consulting was engaged by the Babcock Ranch Independent Special District (ISD) to provide expert coordination and oversight for the Lake Bank Remediation project. Our role involved close collaboration with the lake bank contractor and the project owner to ensure seamless execution of remediation efforts. Capital Consulting's responsibilities included attending on-site meetings to monitor progress, addressing any concerns in real-time, and verifying project milestones. To support the FEMA process, Capital Consulting prepared and submitted comprehensive verification documents to the project owner. These documents were crucial in demonstrating compliance with federal guidelines and securing necessary funding. Through our diligent efforts, we ensured that the Babcock Ranch ISD Lake Bank Remediation project was completed efficiently, meeting all regulatory requirements and enhancing the resilience of the lake banks.

Services Included:

- Provided ongoing CEI field observation and verification of grading and slope stabilization
- Identified constructability concerns during early phases and coordinated mitigation with contractor
- Monitored contractor compliance with FEMA documentation standards and milestone reporting
- Reviewed contractor submittals, change proposals, and compliance certifications
- Participated in final inspections and supported preparation of as-builts and closeout packages

RWA Project Examples

ESTERO ENTERTAINMENT DISTRICT – Village of Estero

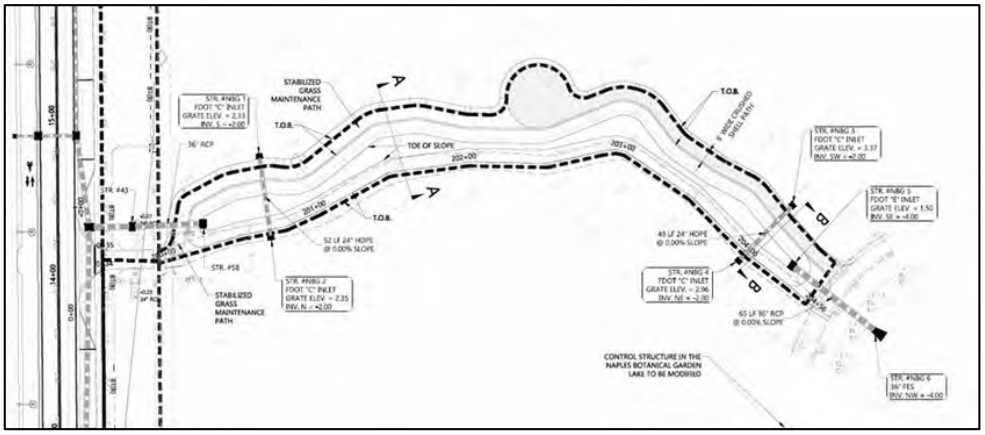
As a fixed-term professional services contract holder with the Village of Estero, RWA, Inc. was selected by the Village to provide civil engineering, land surveying, landscape architecture, environmental, transportation, site lighting, permitting, and geotechnical services associated with the development of a mixed-use entertainment district/recreational park project on approximately 20 acres. The project will consist of two primary anchor tenants that will provide indoor and outdoor recreation uses including numerous pickleball courts, a multi-purpose lawn and pavilion area, and passive trails. Site improvements will generally include on-site parking and driveways, turn lanes, potable water and fire protection facilities, sanitary sewer collection with pump station and force main, dry pre-treatment, and stormwater detention areas, and associated underground infrastructure.

ICPR software was used to model the stormwater management system which combined a proposed lake with an existing lake and offsite roadway system that discharged into the Seminole Gulf Railroad ditch. Exfiltration trenches were utilized to provide pre-treatment along with littoral plantings in the lake to achieve removal of nutrients. Water CAD was used to model proposed onsite water mains for domestic demand and fire protection. This project also required extensive coordination with the Village and the construction manager as well as RWA, Inc.'s participation in public meetings and presentations.

This project is ongoing and still in the design and permitting phase.

BAYVIEW PARK – HAMILTON AVENUE IMPROVEMENTS – Collier County Parks and Recreation

Bayview Park is a 4-acre public park located west of US41 in Collier County, Florida, offering two boat ramps, picnic shelters, a playground, and restrooms. In 2019, RWA, Inc. completed a feasibility study to evaluate the potential for additional boat trailer parking along the Hamilton Avenue right-of-way between Thomasson Drive and Danford Street. Following the study, RWA provided full design, permitting, and construction administration services for improvements to a 0.5-mile section of Hamilton Avenue, including the addition of 35 boat trailer parking spaces, a 10-foot-wide multi-use path, and complete roadway reconstruction. The project also included the design of an off-site water quality and detention swale on Naples Botanical Garden property, providing stormwater treatment through connection to the existing surface water management system. Additional services included boundary and topographic surveying, 60% right-of-way maps, roadway and parking layout, environmental permitting through ACOE and SFWMD, ecological assessments, landscape architecture, roadway lighting design, bidding assistance, and construction oversight.



Bayfront Park Living Wall
Longboat Key, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Cummins Cederberg is leading the coastal and marine engineering, and environmental consulting for the Longboat Key Bayfront Park Living Seawall project – a pilot initiative in collaboration with the Sarasota Bay Estuary Program (SBEP). The project involves the installation of approximately 300 LF of 3D-printed reef tiles along the existing bulkhead at Bayfront Park. The scope included a structural assessment of the existing seawall and the development of engineering design documents, including structural sections and material specifications to enhance shoreline resilience and support marine habitat restoration. Environmental permitting is being coordinated with the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE). Post-design services include construction milestone visits and a final walkthrough.

As this is the first installation of its kind for the Town, Cummins Cederberg conducted extensive research to determine the most effective method for panel attachment. Computational Fluid Dynamics (CFD) modeling was used to evaluate wave forces on the panels and optimize the design. Special attention was given to the strength of the tiles and bolt placements to avoid overstressing the material. Physical testing of the tile-to-wall connection, also performed by Cummins Cederberg, confirmed the system's structural viability.

The 3D-printed tiles were designed with a rough surface texture to promote the attachment of oysters and barnacles, supporting the project's ecological goals. Post-design services include milestone construction visits and a final walkthrough to ensure compliance with approved plans. Construction mobilization is currently underway and will be complete by the end of August 2025.

Scope:

- *Above/below-water engineering inspection*
- *Regulatory coordination*
- *Coastal analysis*
- *CFD modeling*
- *Environmental permitting*
- *Public outreach*
- *Construction administration*

Matheson Hammock Park Sea Level Rise

Miami-Dade County, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Matheson Hammock Park is located along the western shoreline of Biscayne Bay in Coral Gables. The Park is one of few publicly accessible waterfront areas in this region of Miami-Dade County. Most of the 630-acre park is relatively low lying, which results in flooding to some areas during high tide events. Flooding is a nuisance to visitors as areas become inaccessible. In addition to the negative impact on visitor experience, flooding has financial impacts, as revenue generating components are impacted operationally and physically.

Cummins Cederberg was engaged to develop a Sea Level Rise and Flood Mitigation Roadmap, relative to the park, with the primary objective to analyze the impacts of sea level rise on infrastructure and operations, as well as develop flood mitigation concepts for planning and budgeting purposes.

Existing survey data within the park and LiDAR data was compiled to prepare a topographic map for the park; assessed the condition of existing infrastructure to understand conditions, remaining service life and adaption feasibility relative to sea level rise; performed an assessment of the environmental conditions on site to generally understand and document current conditions, as it would relate to environmental permitting; conducted an engineering analysis to provide extreme tide water levels; developed flood mitigation concepts and preliminary cost estimates; coordinated stakeholder involvement; developed an implementation strategy and roadmap; and presented the results and findings into a report.

This study was unique, as it combined sea level rise projections, practical concepts and on-the-ground implementation experience with maintenance and replacement requirements relative to overall service life. In this way, the study, provided a clear roadmap for Miami-Dade County relative to further planning infrastructure improvements in the Park until 2100.

Scope:

- *LiDAR survey data*
- *Flood mitigation planning*
- *Budget planning*
- *Sea level rise planning*
- *Stakeholder engagement*

Jose Marti Park Adaptive Redesign

City of Miami, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering

The redesign of this 13-acre, multi-use recreational space on the Miami River explores ways in which the park can minimize tidal flood impacts to the surrounding neighborhood, adapt to sea level rise, and enhance waterfront access to residents. Given its physically and socially vulnerable location between the Miami River and Little Havana, a low lying, low-income Hispanic community, a participatory design process emphasizing community goals is critical for success.

The proposed work includes a floating boardwalk, providing access for direct water engagement and a 360-degree view with the Miami River on one side of the boardwalk and living shoreline planters on the landward side. The living shoreline and resilient seawall accommodate multiple goals of increasing shoreline stabilization and improving ecosystem services. The waterfront engineering design also includes a water taxi slip for potential water-based commuter services to create a more interconnected transportation option to Miami Beach and other possible locations around the Biscayne Bay.

The Jose Marti Park Adaptive Redesign will serve as a model for resilient waterfront parks that can adapt to current and future flood risks associated with climate change through the lenses of economy, ecology, and equity. Cummins Cederberg is responsible for the inundation modeling, waterfront engineering design, environmental permitting, and grant management.

Scope:

- *Bathymetric survey*
- *Engineering inspection*
- *Waterfront design*
- *Marine resource survey*
- *Tidal flooding mitigation*
- *Environmental permitting*
- *Grant funding opportunities*

Dune Nourishment

Bal Harbour Village, Florida

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Cummins Cederberg designed and permitted an emergency beach nourishment project to partially restore the beach for Bal Harbour Village until a larger project by the USACE could be implemented.

The beach and dunes had experienced significant erosion following Hurricane Irma and had been awarded a grant from FEMA for beach restoration. Cummins Cederberg assisted the Village in administering the FEMA grant. Our assistance included compiling and filing the quarterly reports, submitting documentation of completed work, coordination with the grant manager at FDEP, and facilitating a post-construction grant audit by FEMA. Cummins Cederberg also assisted the Village in requesting a time extension under the assumption that the sand placement work would be completed by December 2020 due to turtle season construction restrictions.

Construction drawings were prepared for the sand placement and construction methodology was coordinated with the contractor. Cummins Cederberg provided construction administration services for the Village to manage construction. Drone aerial photographs were collected during construction to document progress efficiently.

Cummins Cederberg provides ongoing support with the Village's coastal management program through a continuing services contract.

Scope:

- FEMA grant coordination and application
- Beach design
- Construction Administrator
- Drone pre- and post-surveys

chen moore and associates

Approach

Our approach for the Town of Fort Myers Beach

Inclusion of innovative planning tools and technologies, alignment with national best practices and proven, research-backed strategies

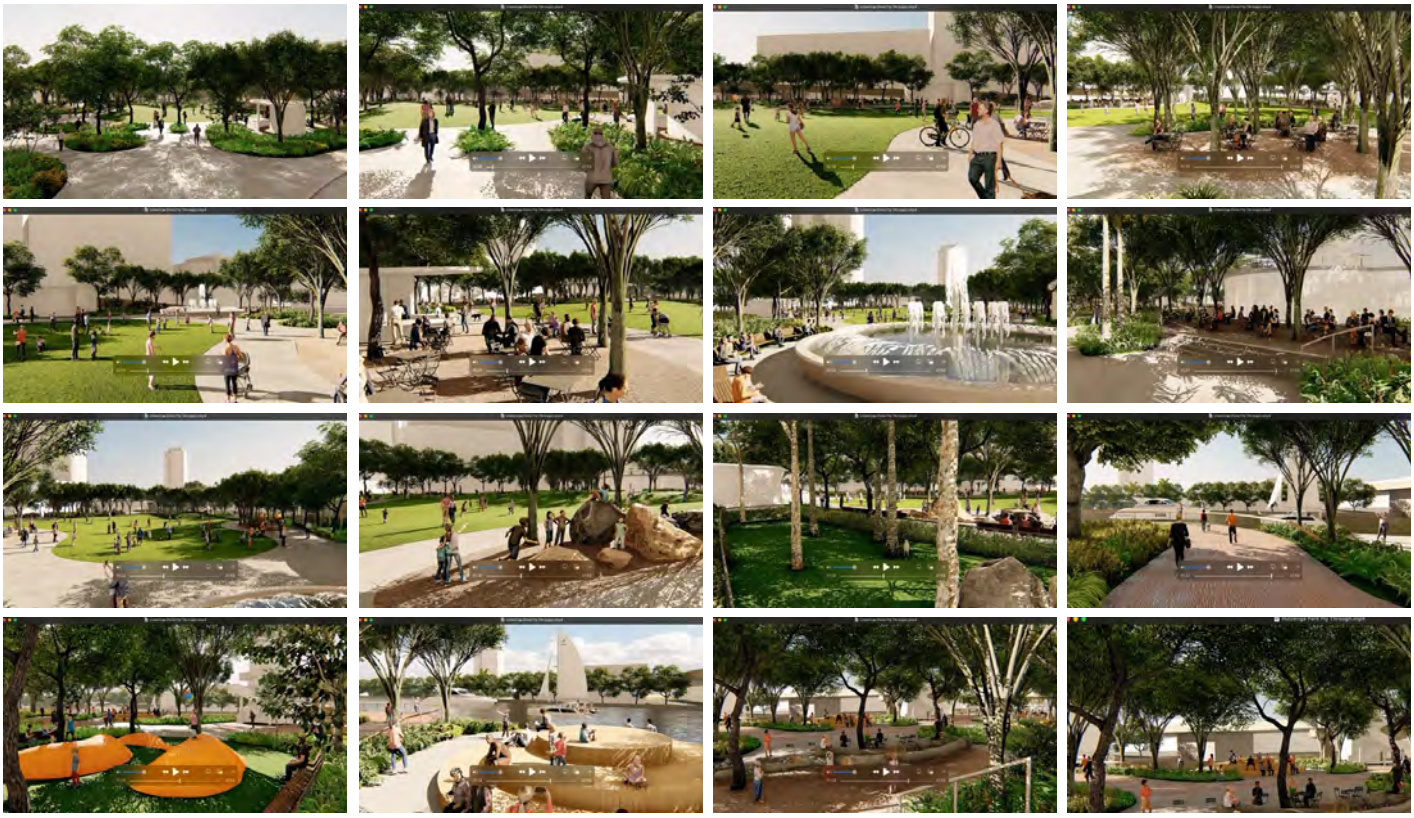
Our team's ability to produce cutting-edge concepts and employ national best practices and evidence-based design methodologies is grounded in our world-class design experience. While it is unfortunate that the most recent iteration of Newton Park was destroyed during Hurricane Ian, we see tremendous potential in your project to create a park that will become an award-winning model for resilience and beachfront park design. How best to achieve such goals for the citizens of Fort Myers Beach and its visitors? The careful implementation of cutting-edge concepts will be key to this success. For our team, this means knowing exactly when and where and how much to use every type of design method. In today's world of ever-increasing digital tools, this is paramount. Our approach can best be described as "hybrid" - using the best of both digital and analog design methodologies. For example, it has been our experience that the best way to communicate design intent and spark meaningful conversation in public participation meetings is a large-scale physical model. Such models, when they are large enough, can quickly allow anyone, especially those with no design background, to easily project themselves into the space and understand the experiential qualities of what is being proposed for consideration. Lessons learned from my own experience (Chris Counts) in such a hybrid approach include Brooklyn Bridge Park in Brooklyn, Lower Don Lands in Toronto, ON, Moore Square in Raleigh, NC, and the Beijing International Garden Expo in Beijing, China.

When a large-scale physical model is combined with large-format computer generated renderings, digital animations, and technical drawings, design communication is maximized to its highest possible level. The combination of just the right mix, at just the right scale, with just the right message, of all of these capabilities is what we feel is a truly genuine and most highly effective "cutting-edge" approach. Over the course of the design of Newton Park we can create high-resolution computer models, illustrative site sections, stormwater analysis and modeling, walk-though digital animations, website creation, and more.

Relevant project experience rebuilding a historic park.

An example of how cutting-edge technology thoughtfully and effectively enhanced the creative process was employed in the recent design of Huizenga Park in Ft. Lauderdale and Riverfront Plaza in Jacksonville (both designed by Chris Counts while Design Principal at Perkins&Will). Over the course of the project, many iterations of a detailed computer model were produced representing various design options under consideration. Due to the time needed to create professional-level renderings, the team decided to show the digital model and walk around the spaces in real time as if it were a computer game. While not as hyper-realistic as proper animations, this process was more than adequate to quickly review design options and make decisions. This technique saved time and money and while also ensuring that client decisions were highly informed.

Our emphasis on design communication is not only to create beautiful and inspiring images. Fundamentally it is about communication. The intent is based on the principle that the more communication, the more authentic and productive design participation that can occur. With such a cutting-edge approach, we can more effectively engage Clients, the design team, civil leaders, stakeholders, and members of the community in the design process. Not only is this the right thing to do but it also creates the highest quality product.



Images taken from an informal design walk-through of a computer model produced for Huizenga Park, Ft. Lauderdale. Chris Counts, Design Principal with Perkins&Will.

Relevant Project Experience

Cutting-edge design concepts

How does the notion of “cutting-edge” design concepts relate to the design and vision for a new Newton Park? For our team, the answer is about finding just the right combination of lessons learned from time-tested public park design and emerging 21st century concepts such as resilience, sustainability, and green infrastructure.

We are strong believers that successful public spaces often share similar ingredients. How do we make parks feels safe? how do we encourage socialization and interaction? How do we best connect with nature? Open lines of sight throughout the park make public spaces feel safe and also assist police patrols and emergency vehicles to do their jobs more effectively. The tenets of this dynamic are well defined by CPTED (Crime Prevention through Environmental Design). Additionally, providing park users a range of circulation options, avoiding dead ends, and providing adequate lighting are also key to successful public space design. However, at its extreme, completely open and featureless landscapes can be boring and unmemorable. Overly rigid paths that only connect Point A to Point B can also sometimes preclude any sense of mystery or wonder often associated with beautiful landscapes. Finding just the right balance between open lines of sight and safety and creating memorable places is a key challenge to public park design no matter what the scale or context. Understanding park or landscape program outside the realm of conventional active recreation is also a time-tested park design principle. One example might be a civic lawn as a multi-use space that can be used for such things as informal play, yoga events, movies in the park, having a picnic or just relaxing. Depending on the scale one might also consider a small entry plaza, a fire pit, a native garden, a formation of trees, or outdoor rooms centered around a beautiful view of the ocean or the site’s context. **The relatively small size of Newton Park (just over an acre approximately) is both an opportunity and constraint**. Its location central to Fort Myers Beach and Times Square (just over 2 miles) make it an ideal setting for a beautiful neighborhood park designed with a flexible approach to landscape program. A good recent example of such an approach is the design of Huizenga Park in Ft. Lauderdale (designed by Chris Counts while at Perkins&Will).

Huizenga Park, Ft. Lauderdale. Chris Counts, Design Principal with Perkins&Will.

While larger than Newton Park, the site is still not large enough to contain more conventional program such as a proper playground, for example. The solution was to create places, objects, and landscape arrangements that were conducive to a wide range of uses and users. Rather than traditional play equipment, elements such as monolithic boulders, sculpted mounds covered with synthetic turf, granular terraces with movable chairs and tables, oversized wooden sitting blocks, and large native tree trunks structurally fastened together were proposed. These elements could be used by children, teenagers, adults, and senior citizens alike. They could be used for imaginative play, 'hanging out', having lunch, talking on the phone, as an outdoor classroom, etc. A playground or sports court is one-dimensional and facilitates one use for one type of citizen for one time only. These types of flexible project elements are intended to function in the exact opposite way. Another program element for consideration may be food trucks. Parks that provide opportunities for food and refreshments sometimes prove to be more active and successful than those that don't.

Even the smallest cafe provides eyes on the park. Food and refreshments increase visitor "dwell time", and often heighten social engagement. Such an element is further enhanced with the addition of public bathrooms which we are excited to see are already listed as park program in the RFQ. However, be it the size of the park, resources of the budget, or general appropriateness for this site and context, a traditional cafe building for this specific project may not be the best design recommendation. Food trucks, which already have a history and presence in Fort Myers Beach could prove to be an interesting alternative. Potentially designed within the parking court(s) one could imagine areas designed to accommodate a food truck(s) that provide food and refreshment along with complementary landscape spaces and utility accommodation. Shaded granular terraces with movable chairs and tables located strategically within the park could support such a program and further activate the landscape.

Huizenga Park, Ft. Lauderdale. Chris Counts, Design Principal with Perkins&Will.

Relevant Project Experience

Cutting-edge design concepts (cont.)

Another surprisingly cutting-edge concept is that of prioritizing the use of native, salt-tolerant plants in public park landscapes. Given the emphasis of resilience in this project, such an approach should be considered. Not only for its aesthetic appeal but rather for is performative qualities. Native landscapes require less maintenance and less irrigation. Such plants have evolved over millions of years to thrive within the harsh ecological conditions that exist the Newton Park Site. Given the location of the site adjacent to the ocean and within a flood zone, periodic salt water inundation should be expected and designed for. While common sense to many, moving away from exotic plant material and towards a native plant material is a cutting-edge concept that should be considered for this project.

Adaptability is also a cutting-edge concept that our team would be interested in exploring with you. Similar to the suggestion of the use of native plants, designing for change over time is a simple, yet exciting new idea. Such a topic would be appropriate for and consistent with the overall goals of this project. What happens when the next hurricane comes? Will the design allow the water to wash over with minimal impact to the site? Can sections of the planting design withstand such force and inundation while others areas are design to be easily and cheaply replaced? Should we consider an approach that takes into consideration future changes to the building codes? Will the road and local infrastructure need to be raised to account for sea level rise? Can the park be designed in a way that it can be elevated over time? How can we best anticipate the forces of violent storms, increased intensity of rainfall, and sea level rise in a way that allows the park to quickly and intelligently recover from future storms? A possible answer lies in the notion of embracing more forcefully natural ecologies, natural processes, and new technological advancements in materials and construction techniques. All of which presents exciting challenge that our team would be honored to help the City of Fort Myers develop.

An evidence and research based approach

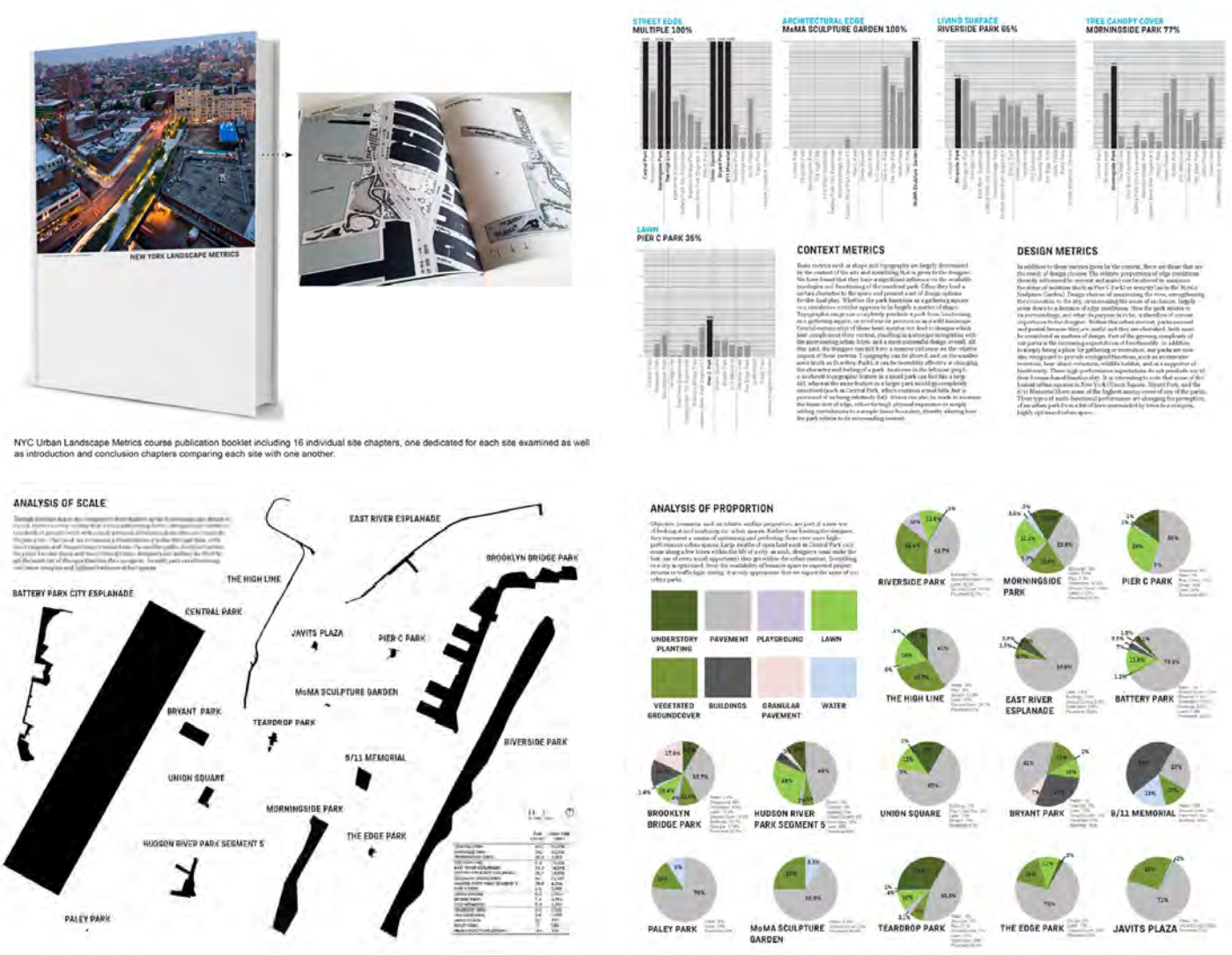
Fundamental to our design process is an evidence and research-based approach. More than many of our competitors, we are guided and inspired by data. Step one to any project is “get the data.” For our team this means much more than getting a survey, FEMA maps, and city master plans as typically done. Yes, we do this as well, but we specifically look for data that can help inform decisions and shape a vision. For example, through research done specifically for this proposal and using commonly found applications such as Google Earth, we discover that Newton Park had a canopy tree cover of approximately 67% (38,000 +/-) as recently as 2004. There were also four (4) structures on the site. This means that aside from the parking areas, the vast majority of the site was in shade. This may be a worthy goal to aspire towards in the new design of Newton Park. As we know, shade in our sub-tropical climate can make or break a public space.

Example of native planting

Interestingly in the 2008 aerial, most of the canopy tree cover and shade is gone. Be it a combination of the hurricanes that occurred during that time (Charley in 2004, Wilma in 2005, or Irma in 2017) and/or a design renovation or both, this time marks a significant transition worthy of further study.

Our team's landscape architecture design principal also brings his award-wining academic research background to the leadership of this project. His nationally recognized approach to research is defined by its ability to apply metrics to qualities and features not often studied. An example of such a line of inquiry is work with urban landscape metrics. This includes a study of highly-successful parks in New York City at a range of sizes and shapes. One lesson learned from this body of work is the relationship between high performing spaces and places that have the simple quality of canopy trees over occupiable materials such as pavement, granular surfaces, and sometimes lawn. Such research suggests that maximizing the amount of canopy tree cover and shade over paved or sand (not areas of understory planting) could contribute greatly to success of the new design for Newton Park.

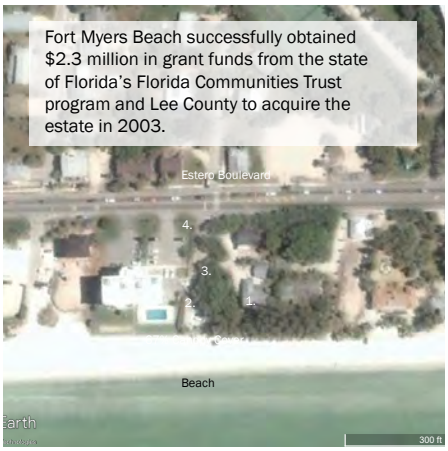
Another example of evidence-based design research includes the revitalization of Moore Square located in Raleigh, NC (Personal experience of Chris Counts, Design Principal). The project was recognized with a National ASLA Honor award in Analysis and Planning. The design research explored a range of topics including historical context, program arrangements, circulation strategies, and existing and



Evidence-based student research of urban parks lead by Chris Counts, team landscape architecture design principal, while serving as Stuckeman Carrer Development Professor of Design at the Pennsylvania State University. This body of research also won a National Council of Educators in Landscape Architecture (CELA) student award.

1995

Appears to be multiple buildings on property. Canopy tree cover/ shade is approximately 67% (38,000 sf) of the site 1.3 acre site.



2004

Approximately four (4) building on site occupying 5,000sf (.9 %). Canopy tree cover/ shade is approximately 67% (38,000 sf) of the 1.3 acre site.

2008

Only two (2) building remain occupying 3,750 sf. Building #1_1,750 sf and building #2_2,000 sf. Landscape comprised of thirteen (13) palms and low ground cover.

2012

Thirty (32) parking spaces total. Twenty (20) diagonal spaces with two (2) accessible parking spaces located along Estero Boulevard. Twelve (12) spaces were located along Strand view Avenue. Two shade structures added.

2013

Trees appear to be comprised of mostly palms with understory vegetation and grasses. Beach access maintained at north and south edges of park. Public shade structures create approximately 1,650 sf of shade.

2017

Wooden ramp structure added at terminus of Strand view Avenue. Canopy Tree/ Shade minimum on site.

2019

Little change observed.

2021

Little change observed.

2024

Park destroyed by hurricane. Small collection of Sabal and Coconut palms remain along with bus stop,

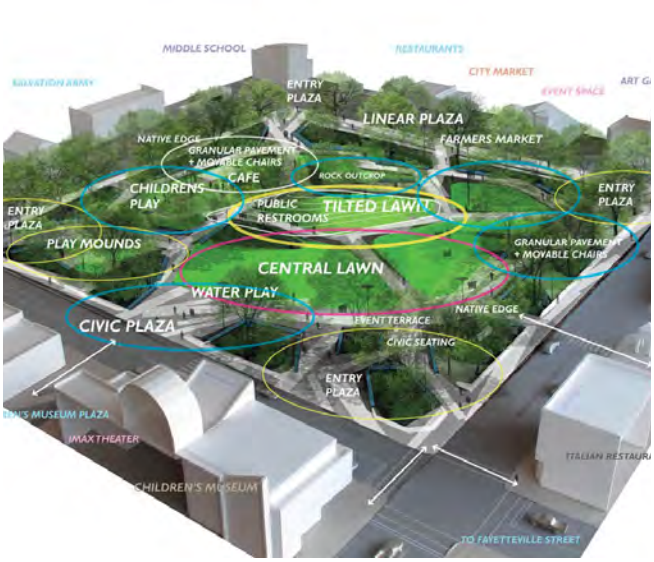
CMA brings a combination of data collected, creative instincts, and lessons learned from decades of of award-winning design work.

future condition of 200 year old canopy trees. Moore Square was on the National Historical Register. Historical interpretation was an important part of the design and identity of the park. Newton Park is as well. We understand that it began in Fort Myers during Florida's 1920's real estate boom, when Jim Newton served as president to develop 55 acres of land, which became the residential district called "Edison Park".

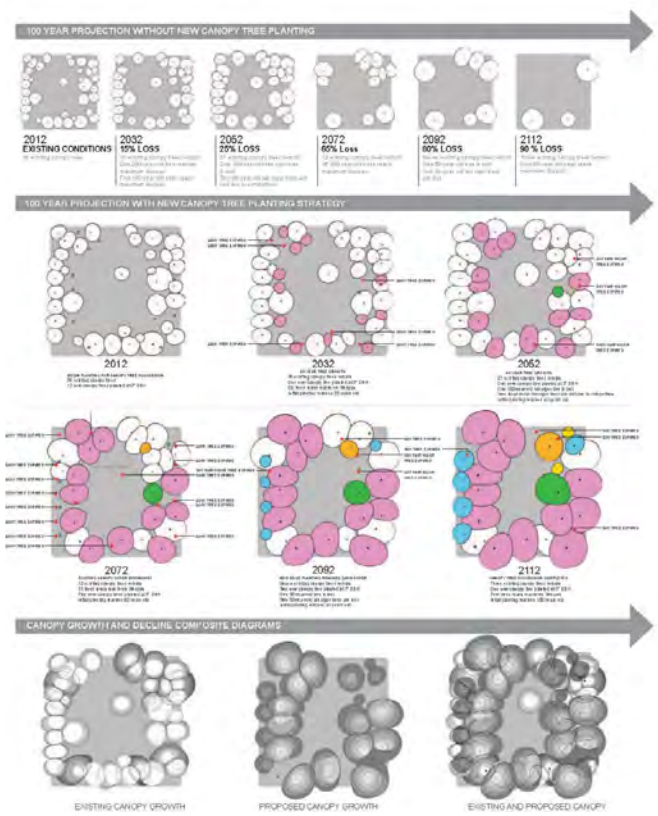
Lastly, a final example of evidenced- based design involves views. What elevation does one have to be to see the water? If unobstructed, we know from our recent site research that one could have a view of the water from the park entrance/ anywhere along Estero Boulevard. However, at what elevation does the water view take more of the picture plane and/or provide long oblique views along the entirety of Fort Myers beach? This could be easily tested and used to potentially help make design decisions. If we are going to build a bathroom building and it is sitting at existing grade, would we want to explore opportunities for visitors to occupy the top of the building, possibly in the form of a roof deck? If so, would the view make it worth such an allocation of investment? Or should the bathroom building be raised to the 14/15' +/- level that the adjacent houses are designed to? If such a design option was proved desirable, could we imagine a landform and/or ramp system that could provide ADA accessibility preferably at 5% (1:20)?

If such a structure did prove to be a worthy study, could we design such an element in a way to provide wave energy mitigation? Could it also be designed to provide additional shade and cover from rain for park users? This could be tested through hydraulic modeling to provide evidence-based information from which to make decisions from.

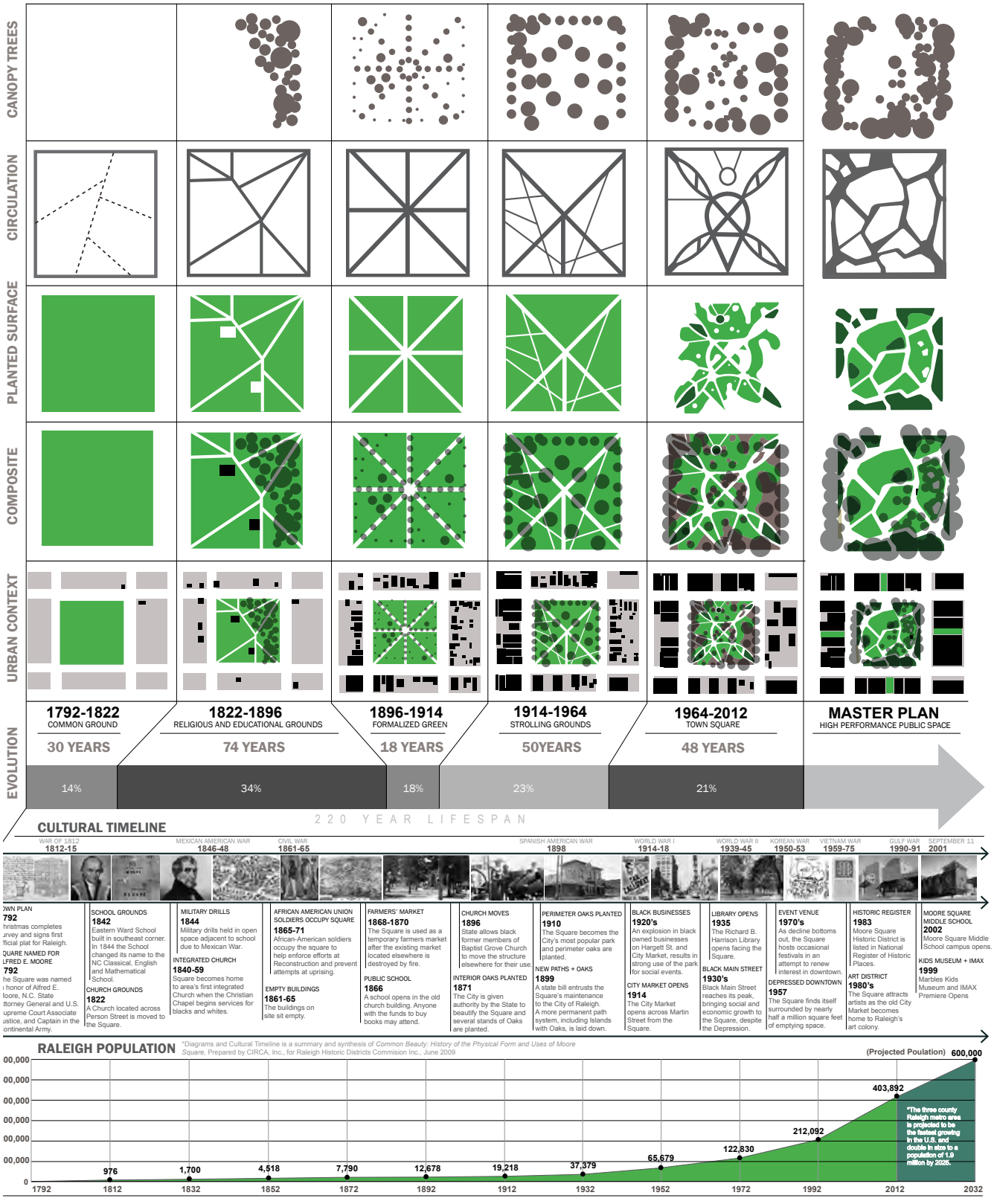
This type of view shed analysis was explored during the recent design of Riverfront Plaza in Jacksonville (personal experience of Design Principal, Chris Counts). When thinking about where to locate specific programs elements within the park, we wanted to know where one could and could not have a view of the St. Johns river. To determine this, the park width, elevation, and constant of



Evidence research-based design work lead by Chris Counts with Counts Studio exploring the physical attributes of existing and proposed conditions of Moore Square located in Raleigh, NC. This project won a National ASLA award in Analysis and Planning.



Relevant Project Experience



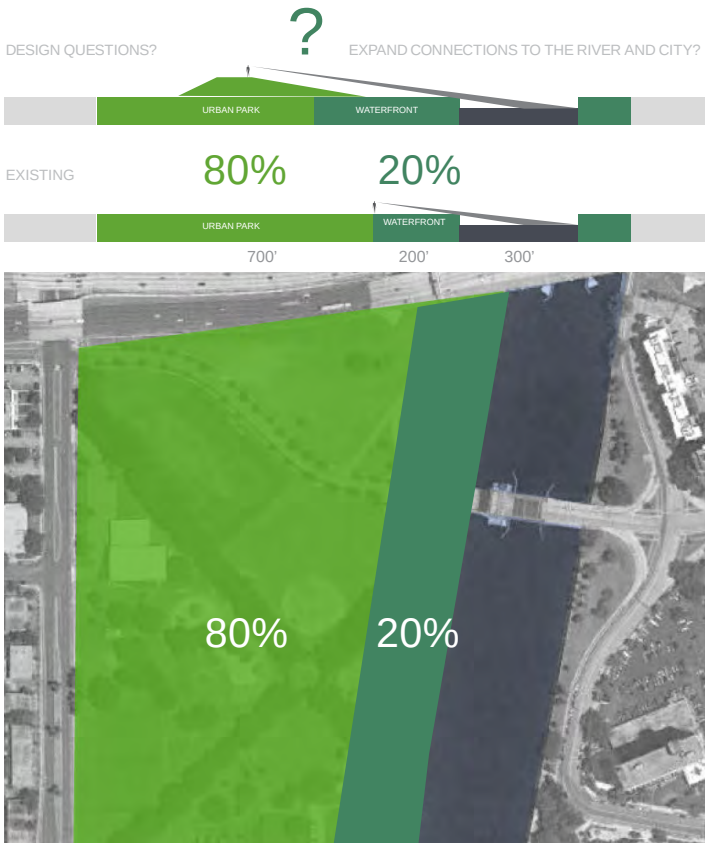
Evidence research-based design work lead by Chris Counts with Counts Studio exploring the historical and cultural context of Moore Square located in Raleigh, NC. This project won a National ASLA award in Analysis and Planning.

This type of view shed analysis was explored during the recent design of Riverfront Plaza in Jacksonville (personal experience of Design Principal, Chris Counts). When thinking about where to locate specific programs elements within the park, we wanted to know where one could and could not have a view of the St. Johns river. To determine this, the park width, elevation, and constant of the width of the river was studied. Through sectional analysis it was determined that a significant portion of the park had either very little or no view of the river. The question was then, if we explored ways to raise various parts of the park to improve views, what was the elevation that would be required to create a view worthy of the effort? To do this we complemented the sectional view shed studies with drone photos at regular intervals moving from the city to the river.

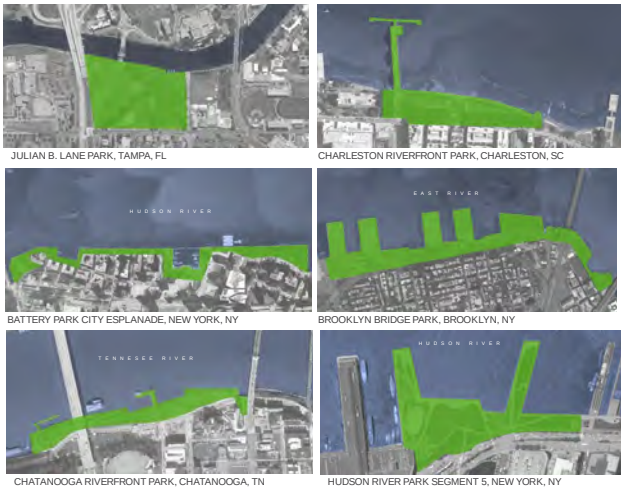
With all of our projects we explore early on in the design process various park precedent projects in relationship to size, program, and location. We want to compare other successful and relevant parks to the new park design. What kind of program is appropriate? What can fit? How have other parks been successfully designed under similar circumstances?

Our team does not believe in re-inventing the wheel when it is not necessary. We look for lessons learned that can assist in helping to make informed decisions thoughtfully and quickly.

Another example of research that is especially relevant to our part of the world is that of shade. Early shade studies for Huizenga Park in Ft. Lauderdale were the primary driver of the design concept.



Scale and programmatic analysis of pubic spaces in the 4 to 4 acre range.



WATER FRONT EDGE PER ACRE

Brooklyn Bridge Park	2230
Battery Park City Esplanade	945
Charleston Riverfront Park	570
Chattanooga Riverfront Park	400
Hudson River Park Segment 5	330

AVERAGE PARK WIDTH

Julian B. Lane Park	900
Brooklyn Bridge Park	200
Hudson River Park Segment 5	200
Chattanooga Riverfront Park	200
Charleston Riverfront Park	150
Battery Park City Esplanade	80

AVERAGE RVER WIDTH

Charleston Riverfront Park	6000
Battery Park City Esplanade	4440
Hudson River Park Segment 5	4000
Brooklyn Bridge Park	3000
Chattanooga Riverfront Park	1200
Julian B. Lane Park	300

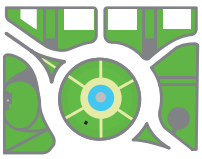
PARK SIZE

Brooklyn Bridge Park	85
Julian B. Lane Park	23
Chattanooga Riverfront Park	10
Hudson River Park Segment 5	10
Charleston Riverfront Park	8
Battery Park City Esplanade	8

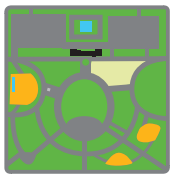
Examples of design reseach conducted for previous projects with similar characteristics

Evidence reseach-based design work lead by Chris Counts, Design Principal with Perkins&Will, for Riverfront Plaza located in Jacksonville, FL.

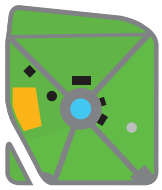
Relevant Project Experience



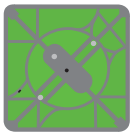
LOGAN SQUARE
Philadelphia, PA
12.7 acres



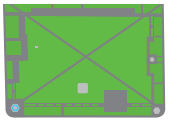
TOMPKINS SQUARE PARK
New York, NY
10.5 acres
seating: 2,550 LF
playground: 8,300 SF
bathrooms: 900 SF
LAWN: 0.7 ACRES



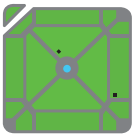
FRANKLIN SQUARE
Philadelphia, PA
7.5 acres
seating: 310 LF
playground: 9,200 SF
bathrooms: 450 SF
cafe: 280 SF



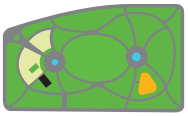
RITTENHOUSE SQUARE
Philadelphia, PA
6.9 acres
seating: 1,240 LF



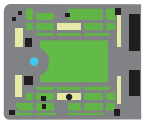
MARION SQUARE
Charleston, SC
6.5 acres
LAWN: 3.7 ACRES



WASHINGTON SQUARE
Philadelphia, PA
6.4 acres
seating: 610 LF



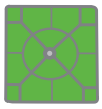
MADISON SQUARE PARK
New York, NY
6.2 acres
seating: 2,160 LF
playground: 5,400 SF
cafe: 1,00 SF
LAWN: 0.5 ACRES



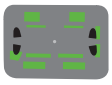
BRYANT PARK
New York, NY
5.5 acres
seating: 3,000 chairs
bathrooms: 900 SF
cafe, carousel, bocce
LAWN: 1.0 ACRE

UNION SQUARE
New York, NY
5 acres
seating: 880 LF
playground: 15,000 SF
LAWN: 1.0 ACRE

SCHENLEY PLAZA
Pittsburgh, PA
4.5 acres
bathrooms, cafe
LAWN: 1.0 ACRE



NASH SQUARE
Raleigh, NC
4 acres

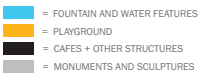


UNION SQUARE
San Francisco, CA
2.6 acres

JACKSON SQUARE
New Orleans, LA
2.6 acres

TEARDROP PARK
New York, NY
1.8 acres

WRIGHT SQUARE
Savannah, GA
1.2 acres



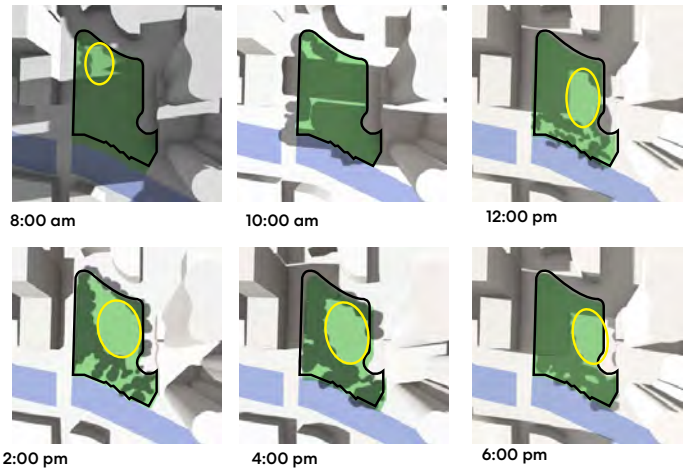
MOORE SQUARE
Raleigh, NC
4 acres
seating: 120 LF
LAWN: 1.5 acres

Example of precedent diagrams comparing scale and program lead by Chris Counts with Counts Studio for Moore Square located in Raleigh, NC. This project won a National ASLA award in Analysis and Planning.

To accomplish this, our team overlaid drone photos we took with survey and topographic information to create a 3D computer model of the existing conditions. We then set the sun angle and time of day in the computer to correspond with key times such as noon and early evening and early in the morning when people like to go for runs and walk their dogs. Through these studies, complemented with a planting design for the existing shade, we located key circulation and program elements to maximize year round comfort.

In addition to many other site and design research topics and methodologies, there is another critical form of evidence and research based design that informs our creative process. Bodily experience, movement, and views. It is such a incredibly simple idea, but one that is often surprisingly overlooked and by architects and landscape architects.

This is often the result of an over-emphasis on designing in a plan view and a prioritization of shapes and compositions over the on-the-ground bodily experience.



Evidence research-based design work lead by Chris Counts, Design Principal with Perkins&Will, exploring the existing shade created by canopy trees and adjacent buildings for Huizenga Park located in Ft. Lauderdale, FL.

Our team understands the importance of this historical site to the citizens of Fort Myers Beach

where? How can a design emphasis or de-emphasize a view? How can a path system unfold through movement and time?

While it will take the course of the design process and working with the client, design team, stakeholders, and community to determine what the right fit for Newton Park will be, it is likely that such an approach may be worthy of consideration.

History

Our team understands the importance of this historical site to the citizens of Fort Myers Beach. How best to celebrate and educate visitors to the special history of the site? The Seven Seas building, the prestigious list of celebrity visitors, the various books penned on the site. Should the Uncommon Friends Foundation have a presence or be represented in the new park design? Can the foundation's mission to "instill ethics, moral values, and a sense of purpose in tomorrows leaders" inform the design and physical expression of the park? How best to honor the history of the site will be a key question that is explored as the design process begins.

There are many possibilities to explore. A common strategy in highlighting historical structures involves tracing its extents and location with a new material. Maybe this is a way to give the outdoor classroom an added layer of interest and significance? Technology may also be able to play a role in elevating the pre-existing interpretive sign. Including elements such QR codes listed on park signs or on architecture that link to websites can help to enhance education and outreach. Additionally, techniques that use cell phones to display augmented reality can help visitors see historical structures and tell stories.

Parking

Research conducted for this RFQ response suggests that the previous park design had approximately thirty-two (32) parking spaces including twenty (20) diagonal spaces with two (2) accessible parking spaces located along Estero Boulevard. Twelve (12) spaces were located east-west along Strandview Avenue. Given the location of Strandview Avenue, the southern curb cut along Estero Boulevard, the unfitly power poles and crosswalk, it seems likely that reestablishing the general organization of the previous parking may be desirable. However, our team would ask, given the relatively small size of the overall park, if retaining all thirty-two (32) parking spaces which previously occupied approximately 10,350 sf of park space will be a program requirement?

Architecture

The design, location, program, size, materiality, and resiliency strategy of the proposed bathroom building will be key to the project's success. Additionally, it will be a central design feature that sets the tone for the visual expression of the park. A modern building on this site will make the entire park feel very different than a historical building. We believe the building should be beautiful, pragmatic, practical, and likely grow from the culture and context of Fort Myers Beach.

What should the resiliency strategy for the building be? The houses adjacent to the site are raised to the 14/15' +/- level. Should our park building be raised as well? If so, how to ensure that we have proper ADA access to the building. If such a strategy was desirable, could we create a pathway system at 5% (1:20) that is more beautiful and comfortable than the steeper 8.3% strategy that requires rails and landings? At 5%, this would require a path that is 300' long. Could this path and its structure be designed in a way to mitigate storms and dissipate wave energy? If of interest, this is a concept that could be studied and designed through hydraulic computer modeling. While at a much bigger scale, hydraulic modeling of Lower Don Lands in Toronto, ON (seen below) created the entire park diagram of this award winning project.

Another benefit of such a strategy could be the creation of shaded spaces below that also provide shelter from the rain.

While it is well understood that such an ambitions idea may be cost prohibitive, one could imagine that given the benefits to ADA accessibility, resilience, and climate change imperatives, such an element may be an excellent candidate for additional grants, state, and federal funding.

Relevant Project Experience

Constructing the building at or close to existing grade is also an option that may be most appropriate . If so, what are some potential resilience-based strategies that we may want to consider? We know that architectural elements on the ground floor of houses that are raised are often designed to be sacrificed during major storm events. Within this zone structures are often designed to break away.

Additionally frangible concrete slabs are used to mitigate storm damage and undercutting of soil below the slab. Such slabs are a smart, code-compliant way to give a building a ground-level floor surface in flood zones without compromising the structural integrity or flood compliance of the building. They're designed to fail so the building doesn't. Building materials are also key. We should consider not using materials that rust in beach conditions like steel. One example of this might involve using local manufactures such as Northstar located in nearby Bonita Springs. They manufacture structural elements out of synthetic materials that do not rust and can perform in harsh salt-water conditions like this site. These materials, or concrete, could also be used in combination with easily replaceable materials like wood. The design of lighting, the toilets, and sewer infrastructure must also be designed to withstand storms and salt water inundation.

Whatever the determined and approved approach to the building, it should be resilient with a solid forward-looking approach to sustainability and storm mitigation. In other words, we need to understand what the future park looks like underwater and design accordingly.

Such an approach could also inform the landscape design. Key elements of the landscape design and the infrastructure could be targeted to withstand major storm events and flooding while others are designed to be washed away and easily replaced. For example, large canopy trees, storm water and sewer utilities and site furniture could be properly fortified to withstand hurricanes and salt water inundation. Other elements like native dune plantings and understory plant material are relatively cheap and grow fast. They can be easily replaced. Mitigation planning can be in place before the storms to hit to minimize impact to park operations.

The design of Lower Don Lands in Toronto, ON was driven by flood control imperatives and hydraulic modeling of storm conditions. Chris Counts was the project designer with MVVA. This project won a National ASLA Award in Analysis and Planing.

Lessons learned from similar post-disaster contexts

What is the appropriate visual character and identity of the new Newton Park? One might say the previous design of Newton Park elegantly captured the Fort Myers Beach vernacular. The combination of the recognition of the Seven Seas historic building, the shade structures, simple picnic tables, bike racks, showers, informal sand paths to the beach, and deck structures complemented with palms and beach vegetation. Should we build off of this legacy? The answer to this important question should grow from the goals and aspirations of the client, stakeholders, and community members of Fort Myers Beach.

Alignment with national best practices

The CMA team also employs national-level best practices on a wide range of topics as a means to ensure the highest level of project success. From project management, to principles of public space design, to budget management and construction administration, we are leaders in best-practices. Our project management and administration experience is defined by decades of successful project implementation. A cornerstone of this success is our ability to communicate effectively.

Ability to adapt and apply lessons learned from similar coastal and post-disaster contexts

CMA has teamed up with the coastal engineering firm, Cummins Cederberg, a firm that specializes exclusively in the coastal and marine environment. Cummins Cederberg has participated in many projects dealing with the reconstruction and redevelopment of resilient infrastructure following the impacts of extreme events. Most notably, Cummins Cederberg served as the engineer of record for the rebuilding of the largest municipal marina in Florida, the Dinner Key Marina, after the impacts of hurricane Irma. The City of Miami received FEMA Hazard Mitigation Grant Program (HGMP) funds to rebuild the marina following the storm, and Cummins Cederberg designed the marina to be more resilient against future storms. Cummins Cederberg engineers also have first-hand experience in evaluating damage of elements following storms as the engineering teams routinely respond to storms to conduct damage assessments associated with hurricanes.

Capital Consulting Solutions' lessons from past engagements in coastal and post-disaster environments have been continuously applied to similar scopes of work to ensure project resilience and community relevance. In the aftermath of Hurricane Ian, over two dozen public infrastructure repair projects were managed in Southwest Florida, with extensive coordination involving FEMA protocols, emergency permitting, and phased delivery under constrained timelines. Response strategies were adapted in real-time to address storm surge damage, environmental sensitivities, and floodplain regulations.

Project delivery frameworks were strengthened by experiences that emphasized the importance of incorporating resilient building materials, pre-positioning construction contingencies, and frontloading permitting coordination with regulatory agencies such as FDEP and FEMA. These insights will be directly applied to the Newton Park project, where elevated construction, passive recreation design, and ADA-compliant spaces will be prioritized to ensure long-term survivability, educational value, and environmental sensitivity—all in alignment with FEMA mitigation guidelines and the Town's revitalization goals. The proposed team for this project have extensive experience working with FDEP and FEMA.

Experience with CDBG-DR and Federal Procurement procedures.

Demonstrated experience in similar federally funded or CBDG-DR project

The CMA project team has participated in multiple, Florida-based federally funded projects. CMA was the prime consultant and together with Cummins Cederberg, they successfully designed the redevelopment of the waterfront park of Currie Park, in West Palm Beach, Florida, using CDBG funds. The Project team had to carefully adhere to federal requirements associated with the release of funds, including a Finding of No Singificant Impact (FONSI) and compliance with the National Environmental Policy Act of 1969 (NEPA). Furthermore, the design required specific considerations to federal procurement standards to be reimbursable. This included development of specifications that included non-proprietary products, products that can be sourced within the United States of America and avoidance of sole-source products. CMA's coastal engineer has also served as the Engineer of Record for another Florida-Based CDBG funded project, specifically a waterfront park in the City of Miami, the Jose Marti Park. This project also required adherence to the federal procurement standards. Overall, the project team has sufficient exposure to meet the project requirements.

Capital Consulting Solutions' extensive experience has been gained in supporting federally funded projects, including those funded through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. Past assignments have required adherence to 2 CFR Part 200 and 24 CFR Part 570, with special attention paid to Davis-Bacon wage compliance, Section 3 reporting, and procurement under HUD guidance. Projects have been successfully delivered through proactive alignment with grant administrators, ensuring that all milestones, audit trails, and documentation requirements were satisfied without delay.

Challenges related to procurement timing, wage determination clarifications, and contractor onboarding were resolved through structured communications, document tracking systems, and early contractor vetting. These same practices will be brought forward to Newton Park to mitigate funding-related risks and streamline reporting. Compliance with all CDBG-DR program elements—including OPCC development, contractor selection support, and closeout documentation—will be integrated throughout the project lifecycle to ensure full regulatory alignment and cost accountability.

Technical competence in areas such as HUD and CDBG-DR construction procurement, quality assurance, and compliance

With over three decades of leadership in engineering, construction, and municipal operations, Aleem Ghany, P.E., brings deep technical expertise and firsthand experience with federally funded infrastructure projects, including those governed by HUD and CDBG-DR requirements. His background includes oversight of more than $10 million in FEMA 1345-funded drainage and flood mitigation improvements, as well as the design and execution of multiple water and sewer system upgrades totaling approximately $2 million annually over a five-year period. Mr. Ghany's comprehensive understanding of 2 CFR Part 200 procurement protocols, Davis-Bacon Act compliance, Section 3 requirements, and federal reporting obligations has been tested and proven in real-world project delivery environments.

Notable federal experience includes the North Bayshore Park Reconstruction ($1 million), coordinated through multi-agency permitting and managed in partnership with the Department of Environmental Protection and the U.S. Army Corps of Engineers. As City Manager and Public Works Director in North Miami, Mr. Ghany successfully implemented post-disaster infrastructure recovery programs while leading regulatory coordination with FEMA, SFWMD, and Miami-Dade RER. His leadership directly resulted in the successful negotiation of State Revolving Fund (SRF) loans totaling $40 million and the implementation of capital improvement plans that aligned with HUD green building standards and NEPA compliance.

A world-class multi-disciplinary team for Fort Myers Beach.

Mr. Ghany's technical competence spans the full project lifecycle—from federally compliant procurement and QA/QC management to CEI oversight and closeout documentation. He is well-versed in preparing construction packages that meet HUD and CDBG-DR funding eligibility, leading pre-construction coordination, and maintaining rigorous quality control procedures throughout execution. His hands-on approach ensures alignment with grant conditions while minimizing risks and optimizing outcomes for municipal clients navigating post-disaster recovery. His career reflects not only compliance mastery but also strategic foresight in applying lessons learned from decades of infrastructure delivery across complex regulatory landscapes.

Quality assurance is embedded into every phase of our work. We implement internal review processes to ensure that all designs and specifications met federal standards, and we maintain close coordination with municipal and federal agencies to ensure transparency and accountability. This proactive approach allows us to anticipate potential compliance issues and resolve them early, avoiding disruptions to the project timeline or budget. Through these experiences, our team has the capacity of delivering federally funded projects that are not only compliant but also efficient and impactful. Our team's familiarity with HUD and CDBG procedures, combined with a disciplined approach to quality and compliance, ensures that we are well-prepared to support similar initiatives in the future.

Strength and relevance of key personnel and staff's expertise

CMA has assembled a deeply experienced and multi-disciplinary team uniquely qualified to deliver a resilient and community-focused Newton Beach Park rebuild. At the core of the team is Chris Counts, FAAR, ASLA, RLA, CMA's Landscape Architecture Design Principal and a Florida-registered Landscape Architect. With decades of experience designing public parks across Florida, Chris is nationally recognized for creating outdoor spaces that balance ecological integrity with vibrant community experiences. He will lead the design vision for Newton Beach Park with a focus on elevating the park's unique coastal character.

Project management will be led by Aleem Ghany, P.E., ENV SP, CFM, whose nearly 30 years of public sector experience and oversight of $40+ million in federally funded post-disaster projects ensures a thorough understanding of FEMA and CDBG-DR compliance, funding coordination, and delivery under complex conditions. Complementing this leadership, Brent Whitfield, P.E., ENV SP, serves as Water Resources Manager, bringing a resilience-focused design approach honed through work with City, County, and State clients across Florida. Environmental permitting and stewardship will be managed by Brian Voelker, M.S., SPWS, C.A., CLI, who has extensive experience navigating sensitive coastal and wetland ecosystems and the associated regulatory requirements.

This team is strengthened by an exceptional group of consulting partners. Cummins Cederberg will provide industry-leading coastal engineering and resilience solutions, while Arcraft Studios will contribute innovative architectural design that integrates seamlessly with the park's landscape. RWA will serve as civil engineer of record, leveraging their local presence and deep familiarity with Fort Myers Beach. Finally, Capital Planning Solutions will oversee construction engineering and inspection (CEI) services to ensure quality and compliance through every phase of implementation.

Together, this group offers a proven track record of delivering high-profile, federally funded, and environmentally sensitive projects in Florida. With expertise spanning landscape architecture, water resources, coastal engineering, environmental science, architecture, and construction oversight, CMA's team is uniquely positioned to deliver a park that embodies resilience, community, and ecological stewardship while honoring the history and future of Fort Myers Beach.

Project understanding and technical approach

Depth of understanding of extreme weather conditions and Florida requirements

The Town's urgency to restore Newton Park as both a cultural landmark and a resilient coastal amenity has been clearly acknowledged. The unique role of the park as a public recreation space and environmental education asset has been fully recognized, particularly in the wake of widespread damage caused by Hurricane Ian. An elevated design approach will be undertaken to meet FEMA's BFE +2' flood standards while preserving the historic character and educational purpose once provided by the former Seven Seas cottage.

The technical approach will incorporate passive recreation features, open-air classrooms, and storm-resilient construction materials designed to withstand hurricanes, high winds, and storm surge events. Phased delivery will be considered to accelerate usable public space activation while final improvements are constructed. Lessons learned from other coastal recovery projects will be directly applied, including early agency coordination, resilient utility siting, and integration of ADA pathways. All of this will filter through the lens that Newton Park serves as both a physical recovery site and a symbol of community resilience.

As a project team we understand that the Town is not looking for a design that meets the code requirements. Many believe that meeting code requirements are sufficient to ensure that a project incorporates a resilient design, however the code requirements are minimum requirements and do not ensure the resiliency of a building. Hurricane Ian in some areas resulted in storm surge levels close to that of a 500-year return period storm. Our project team will look at the design envelope of extreme conditions to understand what are the upper limits of the potential impacts the infrastructure will be subject to. Looking at the upper limit of winds, storm surge, sea level rise, and rainfall-induced flooding will allow the project team to evaluate the overall envelope of risk the site and determine the design criteria that fits the Town's budget for this project. Furthermore, the design will utilize modern and innovative materials, such as Glass Fiber Reinforced Polymer (GFRP) bars that are not subject to corrosion, thus resulting in a long design life for structures that require reinforcement. Overall, the design will serve as an example of resilient building for the Town and set the tone for the community.

Above:
Pre-hurricane conditions

Below:
Existing conditions

Proposed work plan, timeline, guaranteed deliverables

Phase 1: Project Initiation and Assessment

Durection: weeks 1-3

Activities:

- Project kickoff meeting with Town staff and stakeholders
- Site reconnaissance and review of existing data
- Identification of permitting needs and regulatory requirements (FDEP, FEMA, ADA, DBRA, NEPA)
- Develop public engagement strategy

Deliverables:

- Project Work Plan and Schedule
- Stakeholder Engagement Plan
- Regulatory Compliance Matrix
- Site Assessment Memo

Phase 2: Conceptual Design Development

Durection: weeks 4-8

Activities:

- Prepare three conceptual site design alternatives
- Integrate flood mitigation, sustainability, and historical interpretation features
- Facilitate design charrettes and stakeholder input sessions
- Preliminary cost estimation and feasibility analysis

Deliverables:

- Conceptual Design Package (3 Alternatives)
- Community Engagement Summary
- Preliminary Opinion of Probable Construction Costs (OPCC)
- Design Criteria Documentation

Phase 3: Final Design, Engineering & Permitting

Durection: weeks 9-20

Activities:

- Finalize preferred site plan with Town input
- Complete architectural, civil, structural, electrical, and mechanical engineering
- Prepare all permit application packages and coordinate with regulatory agencies
- Conduct internal QA/QC and cost review

Deliverables:

- 100% Construction Drawings and Technical Specifications
- Final OPCC
- Permit Application Packages
- Federal Compliance Certification Checklist

Proposed work plan, timeline, guaranteed deliverables

Phase 4: Procurement Support and Bid Management

Duration: weeks 21-24

Activities:

- Assist with bid document preparation per CDBG-DR and Davis-Bacon requirements
- Host pre-bid meeting and respond to bidder inquiries
- Evaluate bids and assist with contractor selection
- Draft construction contract documentation

Deliverables:

- Bid Package and Procurement Support Documents
- Pre-Bid Meeting Summary and Addenda
- Bid Evaluation Report and Contractor Recommendation

Phase 5: Construction Phase Services

Duration: weeks 25-50

Activities:

- On-site CEI services to monitor construction activities
- Coordinate with contractor and Town on technical issues
- Ensure construction compliance with CDBG-DR, FEMA flood standards, and Section 3
- Submit monthly progress reports and wage compliance verification

Deliverables:

- Weekly Field Reports
- Monthly Construction Progress Summaries
- Wage Compliance and Section 3 Reporting
- Change Order Review Memos (as applicable)

Phase 6: Closeout and Final Reporting

Duration: weeks 51-56

Activities:

- Conduct final walkthroughs and punchlist verification
- Prepare as-builts and project certification documentation
- Complete CDBG-DR closeout reports and HUD-required forms
- Deliver warranty and operations documentation

Deliverables:

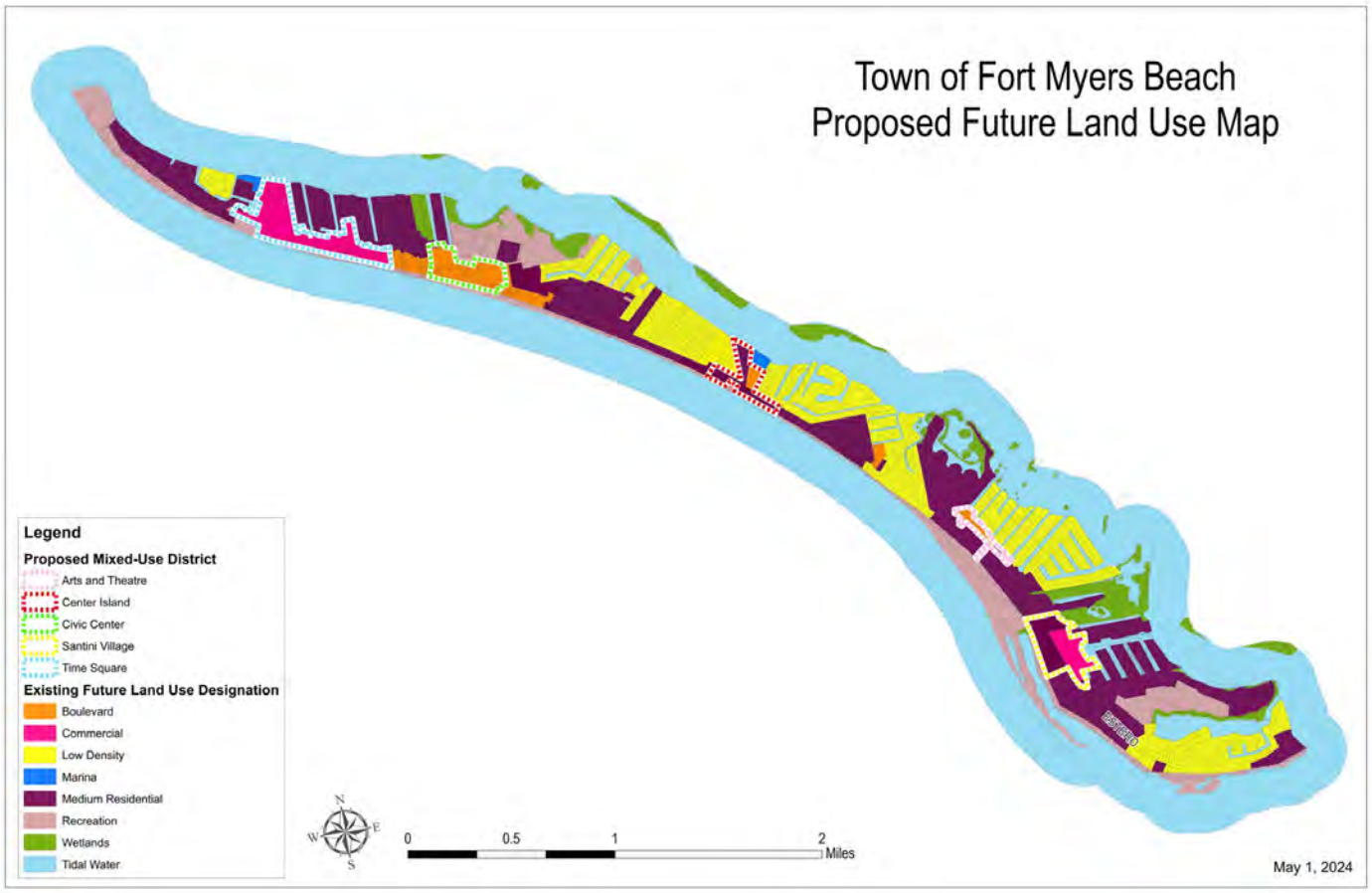
- Final Inspection Report
- As-Built Drawings
- Final CDBG-DR Closeout Report
- Warranty Manual and Maintenance Plan

Clarity in addressing Comprehensive Plan amendments and adoption process

We understand that the Fort Myers Beach Comprehensive Plan has undergone several amendments since its adoption in 1999. These amendments address various aspects of the plan, including land use, capital improvements, and community design. The most recent amendments include updates to the Future Land Use Map and the five-year schedule of capital improvements.

CMA is committed to ensuring that all aspects of the Newton Beach Park project align with the Plan's established goals and guidelines. Our team will work closely with Town staff and officials to confirm that every design and construction decision supports the long-term vision for resilience, environmental stewardship, and community enhancement outlined in the Comprehensive Plan

By leveraging our experience with similar coastal communities and federally funded projects, CMA will carefully integrate the park's design and permitting processes within the Town's planning framework. We will maintain open communication with all stakeholders throughout the project, ensuring that the work at Newton Beach Park not only complies with the Town's plan but also reinforces its priorities for sustainable growth and quality of life.



Reference and Past Experience

Expertise and experience in similarly federally funded projects

CMA has extensive experience delivering complex, federally funded projects that require strict adherence to regulatory and funding agency requirements. Our team has successfully managed projects funded through FEMA other federal programs, ensuring compliance with all documentation, procurement, and reporting standards. This experience has equipped CMA with the knowledge to navigate the nuanced processes associated with federal funding, including eligibility verification, environmental reviews, and coordination with multiple oversight agencies

Project Manager Aleem Ghany, P.E., ENV SP, CFM, brings nearly 30 years of public sector experience and has personally overseen more than $40 million in federally funded post-disaster infrastructure projects. CMA's approach emphasizes proactive planning, meticulous record-keeping, and clear communication with funding agencies to mitigate risk and keep projects on schedule and within budget.

Our proven track record includes the design and implementation of public facilities, parks, and infrastructure restoration projects that balance federal funding requirements with community needs. This expertise positions CMA to deliver the Newton Beach Park project in full compliance with the Town's Comprehensive Plan and all applicable federal guidelines, ensuring a resilient, high-quality outcome for Fort Myers Beach.

Experience working with government entities

Chen Moore and Associates brings a deep and proven portfolio of experience serving government and municipal clients across the state of Florida. With successful partnerships spanning more than 75 cities, towns, and public agencies, the firm has established itself as a trusted leader in delivering engineering, planning, and landscape architecture services tailored to the needs of local governments. From urban infrastructure improvements to park redevelopment and utility system upgrades, CMA offers comprehensive expertise in navigating complex public-sector projects. **The firm also has significant experience supporting communities through post-disaster recovery, including work funded through federal relief programs.** This breadth of work reflects a strong understanding of regulatory frameworks, public engagement, and the unique challenges faced by municipalities across Florida.

Specific project examples and references are located in the Project Experience section earilier in this document.

On-Site Design Research and Analysis

Team Landscape Architecture Design Principal Chris Counts and Architect Design Principal Ted Sottong meeting on site to conduct Site Analysis and discuss potential Design Concepts for Newton Park. Ft. Myers Beach, Florida July 22, 2025. The careful integration of resilient and pragmatic landscape and architecture design concepts will be key to the success of the project.

Existing site conditions.

Existing Conditions

cma
chen moore and associates

Existing Conditions

Pre-Hurricane Conditions

Historical Analysis

1995

Appears to be multiple buildings on property. Canopy tree cover/ shade is approximately 67% (38,000 sf) of the site 1.3 acre site.

2004

Approximately four (4) building on site occupying 5,000sf (.9 %). Canopy tree cover/ shade is approximately 67% (38,000 sf) of the 1.3 acre site. Crosswalk along Estero Boulevard added.

2008

Only two (2) building remain occupying 3,750 sf. Building #1_1,750 sf and building #2_2,000 sf. Landscape comprised of thirteen (13) palms and low groundcover.

2012

Thirty (32) parking spaces total. Twenty (20) diagonal spaces with two (2) accessible parking spaces located along Estero Boulevard. Twelve (12) spaces were located along Strandview Avenue. Two shade structures added.

2013

Trees appear to be comprised of mostly palms with understory vegetation and grasses. Beach access maintained at north and south edges of park. Public shade structures create approximately 1,650 sf of shade.

2017

Wooden ramp structure added at terminus of Strandview Avenue. Canopy Tree/ Shade minimum on site.

2019

Little change observed.

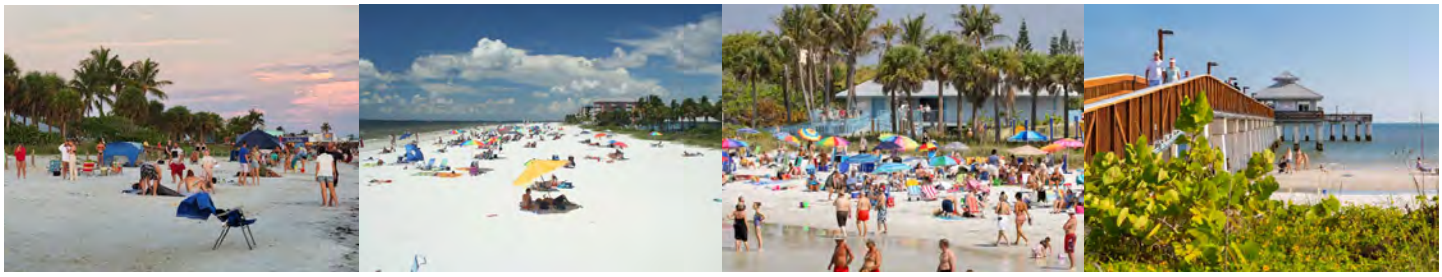
2021

Little change observed.

2024

Park destroyed by hurricane. Small collection of Sabal and Coconut palms remain along with bus stop, sidewalk along Estero Boulevard, utility poles

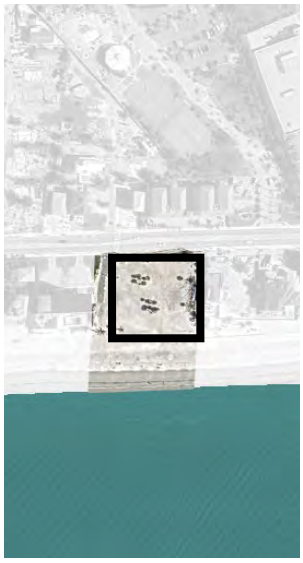
Local Park Precedent Studies



Lynn Hall Memorial Beach Park

Bowditch Point Park

Newton Park Site



Newton Park Site

Lynn Hall Memorial Beach Park

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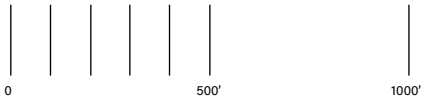
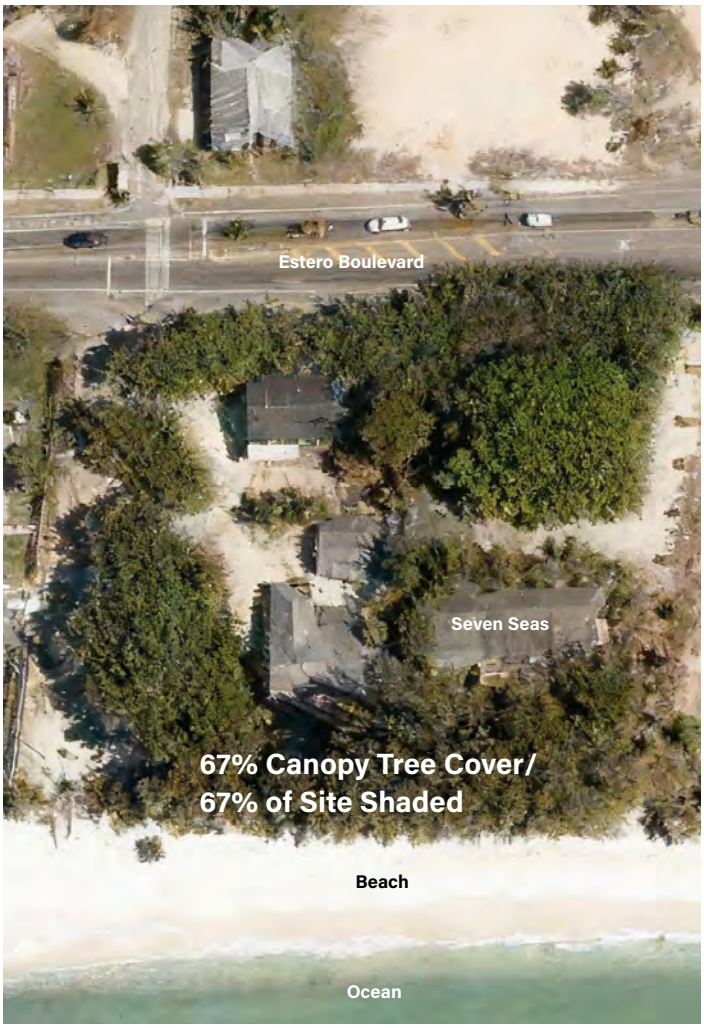


Park Timeline Highlights



2004

Approximately four (4) buildings on site occupying 5,000sf (.9 %). Canopy tree cover/ shade is approximately 67% (38,000 sf) of the 1.3 acre site. Crosswalk along Estero Boulevard added.

2013

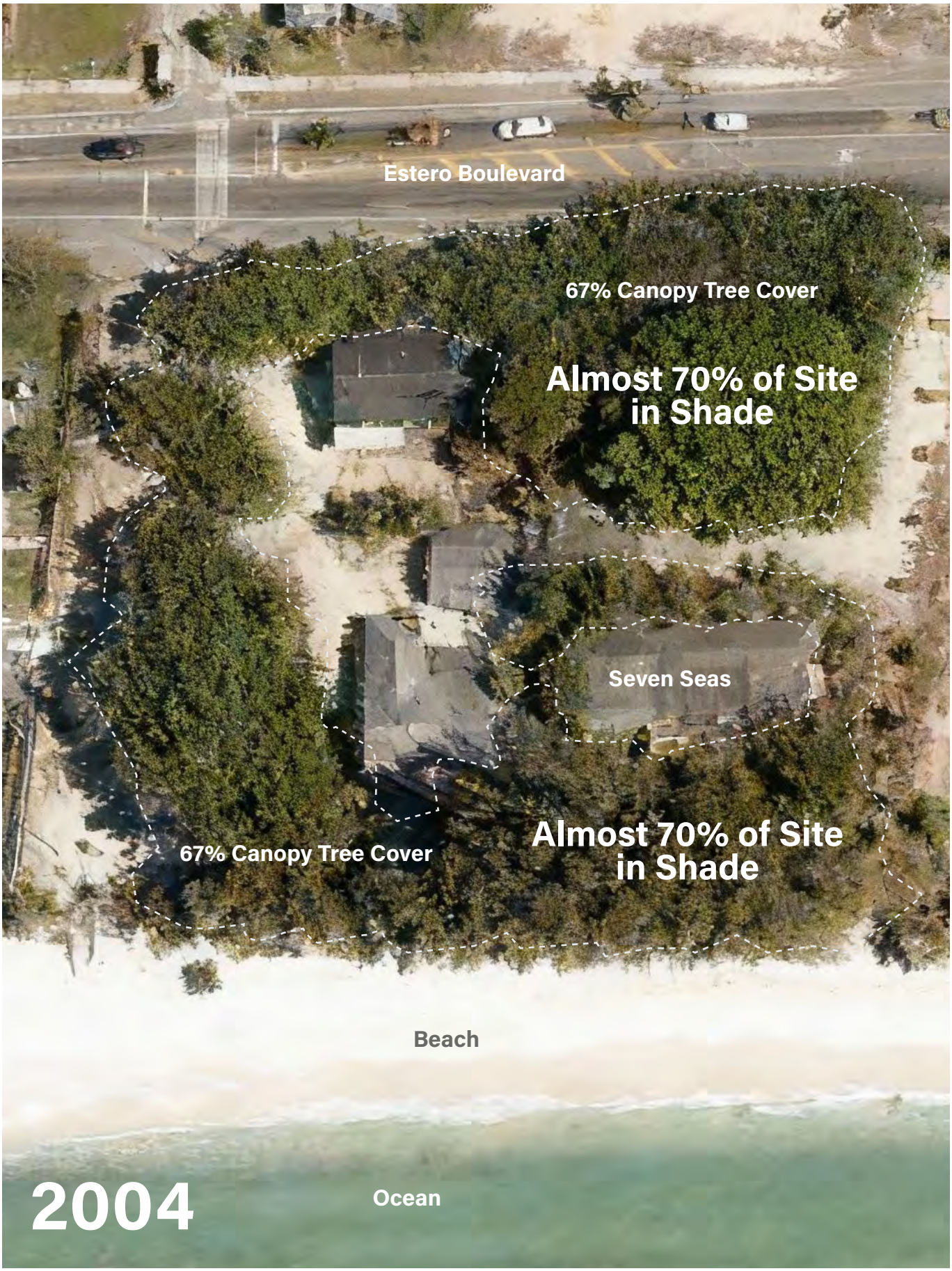
Park destroyed by hurricane. Small collection of Sabal and Coconut palms remain along with bus stop, sidewalk along Estero Boulevard, utility poles

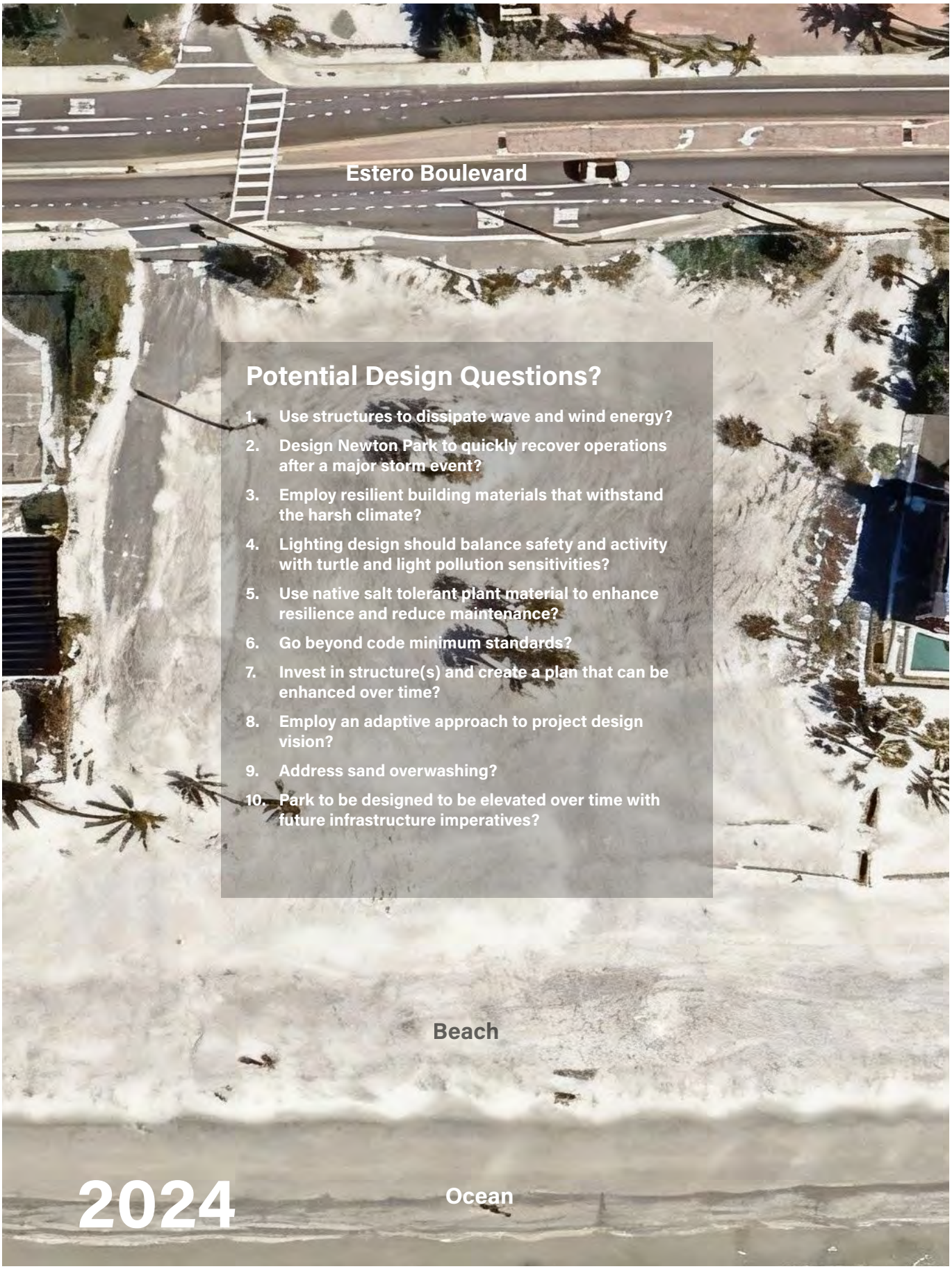
2021

Approximately four (4) building on site occupying 5,000sf (.9 %). Canopy tree cover/ shade is approximately 67% (38,000 sf) of the 1.3 acre site. Crosswalk along Estero Boulevard added.

2024

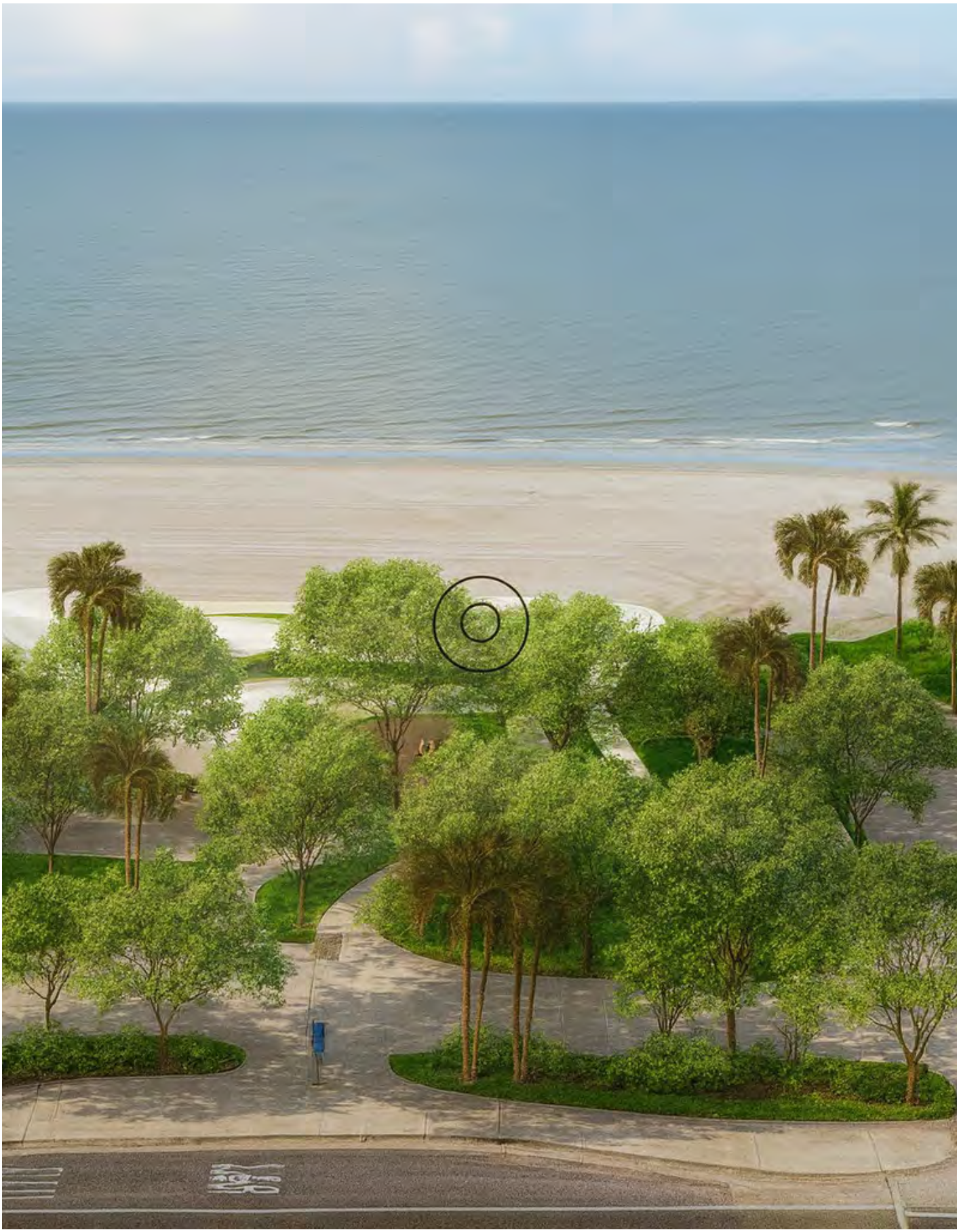
Park destroyed by hurricane. Small collection of Sabal and Coconut palms remain along with bus stop, sidewalk along Estero Boulevard, utility poles


Estero Boulevard
67% Canopy Tree Cover
Almost 70% of Site in Shade
Seven Seas
67% Canopy Tree Cover
Almost 70% of Site in Shade
Beach
2004
Ocean

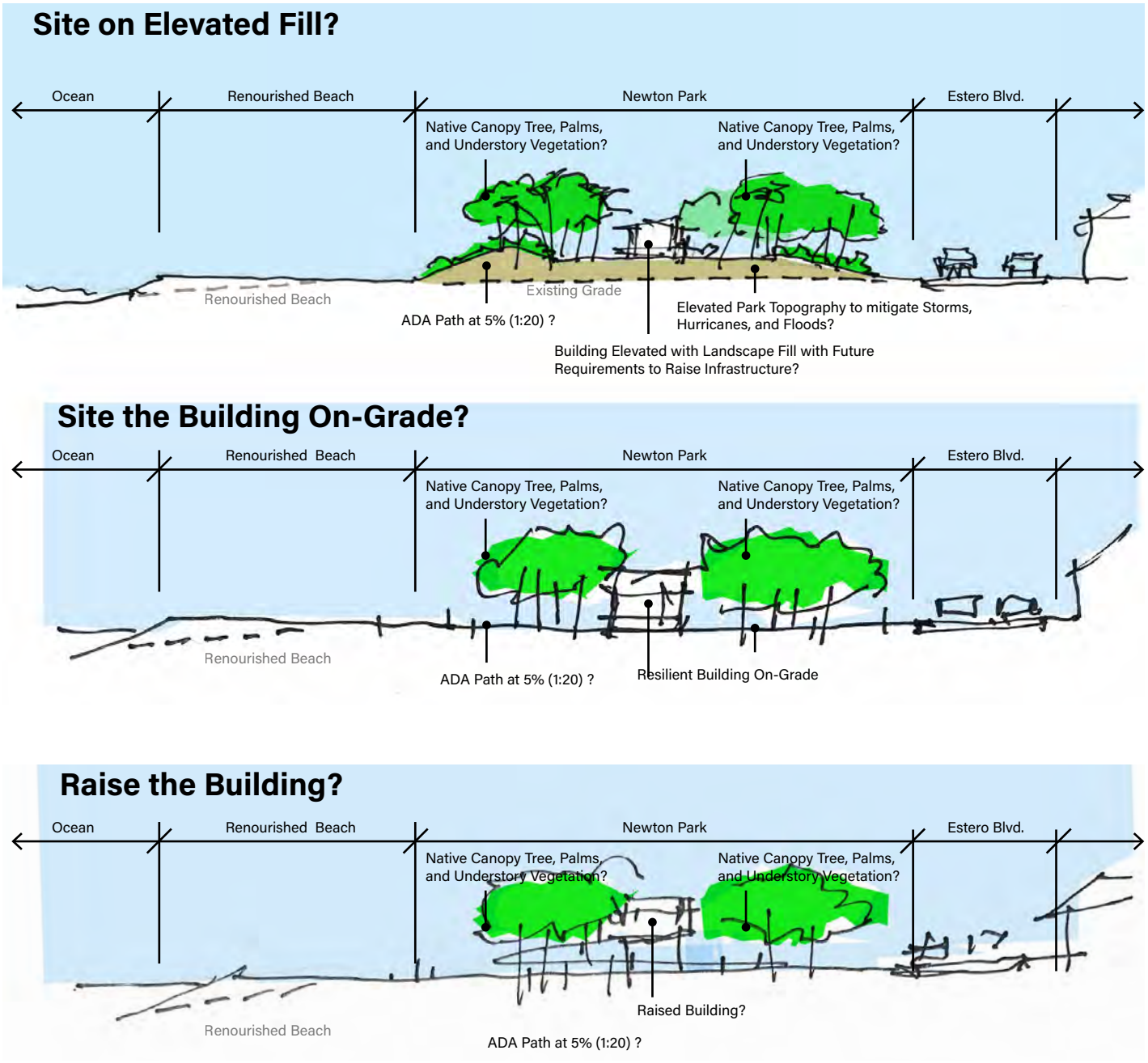


Potential Design Questions?

1. Use structures to dissipate wave and wind energy?
2. Design Newton Park to quickly recover operations after a major storm event?
3. Employ resilient building materials that withstand the harsh climate?
4. Lighting design should balance safety and activity with turtle and light pollution sensitivities?
5. Use native salt tolerant plant material to enhance resilience and reduce maintenance?
6. Go beyond code minimum standards?
7. Invest in structure(s) and create a plan that can be enhanced over time?
8. Employ an adaptive approach to project design vision?
9. Address sand overwashing?
10. Park to be designed to be elevated over time with future infrastructure imperatives?

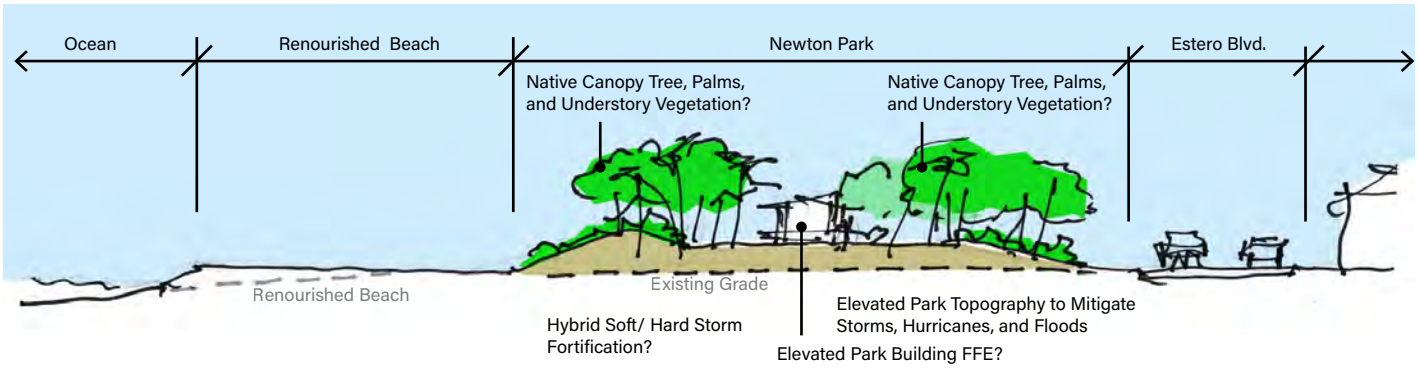


Three Building Options for Consideration?



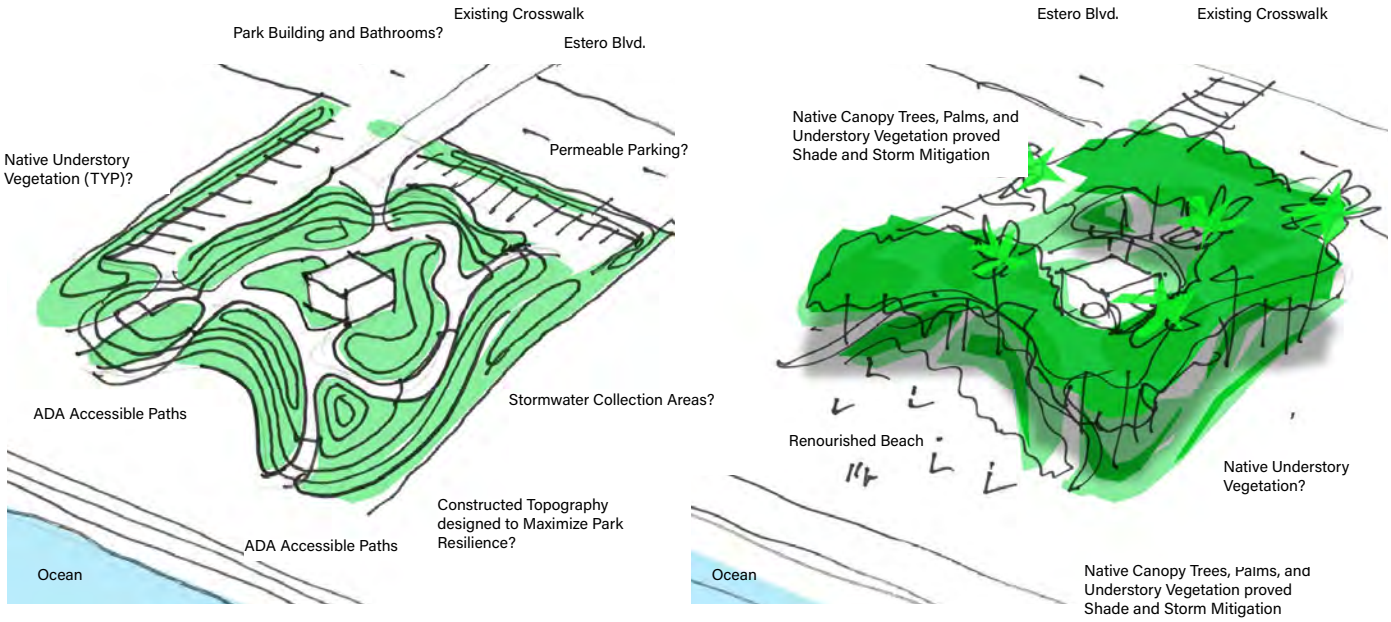
This graphic illustrates three conceptual strategies for enhancing the resiliency of park infrastructure and buildings in a coastal setting. The first approach explores the use of constructed topography, adding fill to elevate the entire site. This method offers clear advantages by lifting critical infrastructure and landscape elements above flood levels, integrating stormwater management, and strengthening the park's overall resilience. However, current roadway and grading restrictions may make this strategy challenging to implement in the near term, though it remains a compelling option for future consideration. The second strategy maintains the existing ground elevation but employs resilient building techniques that allow the park's infrastructure and facilities to safely flood during storm events and quickly return to use afterward. This approach minimizes disruption while embracing the site's natural flood dynamics. The third strategy proposes elevating the building to match adjacent residential structures, which are typically raised approximately 15 feet above grade. While this creates accessibility challenges, particularly achieving up to 5% ADA access, it opens opportunities for a long, meandering ramp that weaves through the park, serving as both an accessible circulation route and an experiential design feature. This ramp could offer elevated views of the ocean, function as a structure to dissipate wave energy, and create shaded, usable spaces beneath areas where visitors can gather, rest, and find shelter from the sun or rain. Together, these three strategies form a framework for adaptive, resilient, and engaging coastal park design.

Concept Section Design



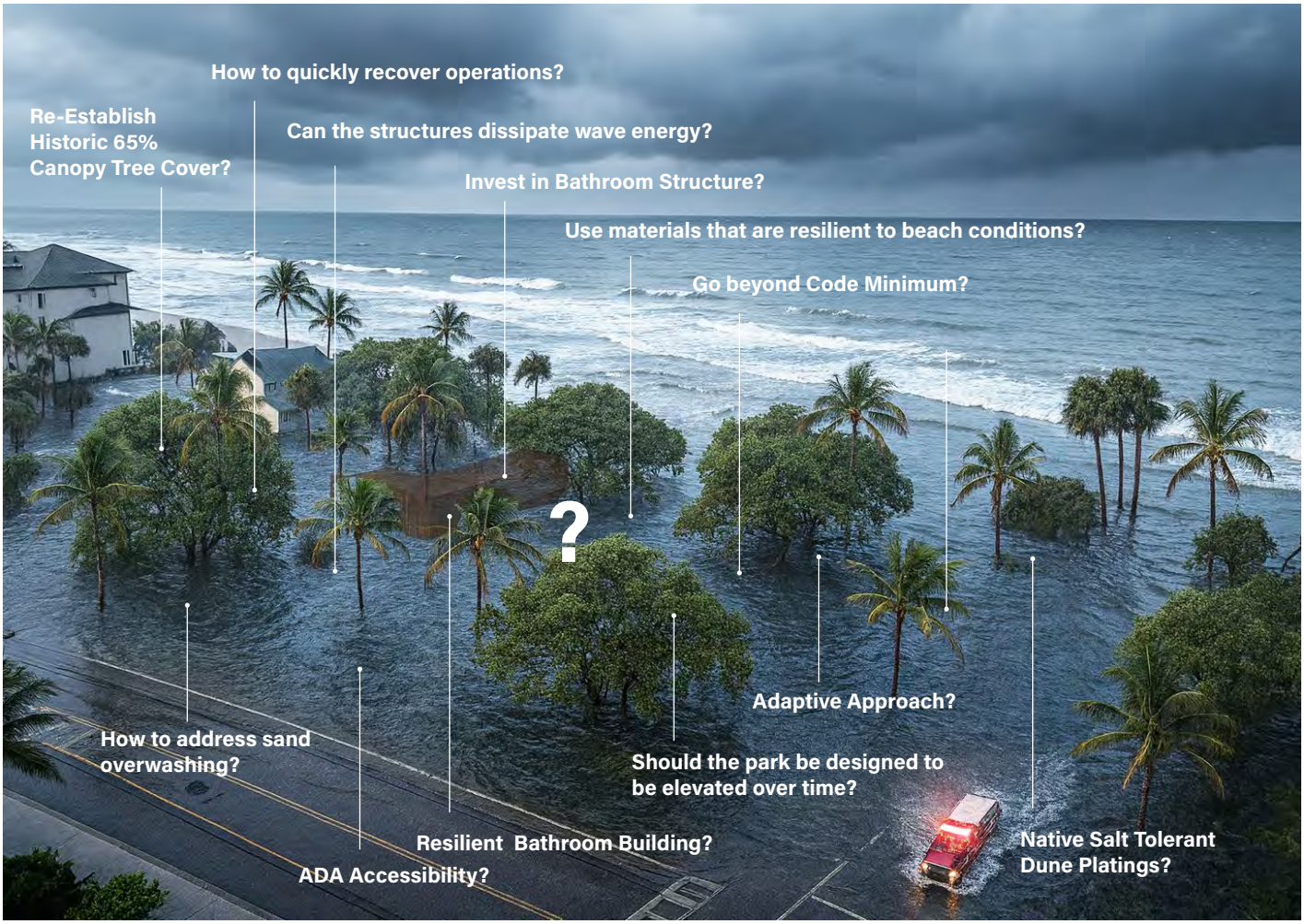
Concept diagram of potential resiliency and park design strategies created by CMA Landscape for this proposal. This concept is one of many design possibilities that we look forward to exploring with the City of Fort Myers Beach. The design thinking emerged through an on-site collaboration between the Landscape Architect Design Principal and the Architect, focusing on how a small coastal park can embody resilience and adaptability. While we understand that adding fill to the site may present challenges under current conditions, this concept encourages blue-sky thinking—an open, creative approach that explores what's possible beyond immediate constraints. By viewing this site as a prototype for future high-performing, resilient landscapes, the design seeks to establish strategies that help Fort Myers Beach parks not only withstand environmental stresses like storm events but also thrive as models of sustainability, accessibility, and long-term ecological performance.

Potential Resilience Strategies?



The design of a small beach front park near the ocean offers an exciting opportunity to merge resilience with beauty, functionality, and accessibility. Given its coastal location, one of the primary design drivers must be resilience ensuring the park can withstand storm events and hurricanes while maintaining its usability and charm. An innovative strategy to explore is the use of topography as a tool for resilience. By sculpting the land, we can subtly elevate key areas of the site to improve stormwater collection and management while naturally lifting critical elements such as the park building, restroom facilities, and tree canopies above the floodplain. This gentle elevation not only enhances protection from flooding but also opens up opportunities for raised views toward the water, creating a more dynamic and memorable visitor experience. Thoughtfully designed slopes and pathways can achieve seamless ADA accessibility, with a target of at least 85% accessible routes connecting parking areas to the restroom and key park amenities. This approach transforms the flat Fort Myers Beach landscape into a place that feels both distinctive and adaptive — a resilient, engaging, and inclusive public space that celebrates its coastal setting while preparing for the environmental realities of the future.

Potential Park Resilience Strategies

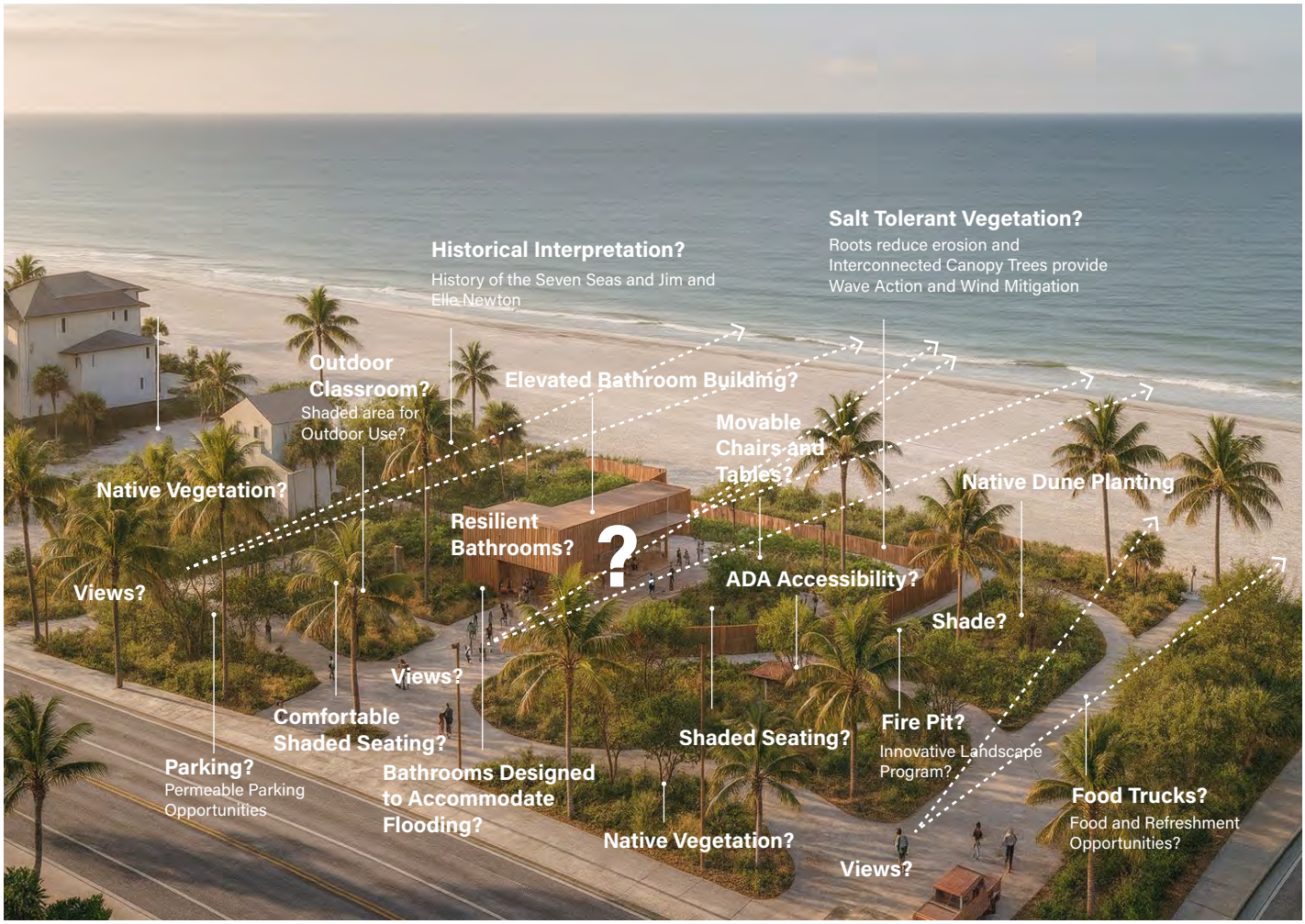


Concept Image of Newton Park during a Severe Weather Event

Designed for resilience and adaptability, the park must embrace coastal change built to withstand, recover, and thrive amid the dynamic conditions of Fort Myers Beach.

The park's design should prioritize resilience and adaptability, ensuring that it can withstand and recover quickly from storm events while evolving with future environmental conditions. An important question for the design team is whether to reestablish the historic 65% canopy tree cover as part of restoring the site's ecological integrity. Bathroom structures could be designed to dissipate wave energy and built with durable, beach-resilient materials, allowing for phased investment over time. The project should consider going beyond code minimums, reflecting a long-term commitment to coastal resilience. Lighting strategies must balance safety with sea turtle protection, while native, salt-tolerant dune planting enhance the landscape's natural defenses. The design should allow the park to adapt and elevate over time and ensure that all features remain fully accessible. Ultimately, the park should serve the diverse Fort Myers Beach community and embrace the principle that periodic flooding is an integral part of a resilient coastal design.

Potential Design Opportunities for Newton Park



Ideogram concept exploration diagram created by CMA for this Newton Park submission.

Newton Park will be a resilient, inclusive, and culturally rooted coastal landscape that celebrates community, history, and the natural beauty of Fort Myers Beach

Newton Park, though small in scale, holds immense importance as a cherished neighborhood park and community gathering space in Fort Myers Beach. The design presents an opportunity to create an innovative, resilient coastal landscape that celebrates the local character and culture of the island. The park can offer flexible, inviting spaces such as a fire pit, an outdoor classroom, and shaded, comfortable seating areas that encourage daily use and community connection. The layout should also consider accommodating food trucks to enhance activity and provide refreshments for visitors. The planting strategy will rely exclusively on native, salt-tolerant vegetation, reinforcing both ecological integrity and coastal resilience. All paths and features will be fully ADA accessible, ensuring inclusivity for all users. The bathroom buildings and landscape systems should be designed to withstand storm surge and violent weather events, allowing the park to recover quickly after extreme conditions. Thoughtful historical interpretation, including references to the legacy of the Seven Seas, will honor the site's heritage, while carefully framed views will balance safety and aesthetics—offering both open sightlines and layered, unfolding landscape experiences. Ultimately, Newton Park should reflect the authentic coastal spirit and cultural vibrancy of Fort Myers Beach, serving as a model of sustainable and meaningful public design.

Salt Tolerant Plantings?
Showers?
Ocean Views
Shade Structures?
Fire Pit?
Park Pavilion?
Parking?
WiFi?
Outd
Class
Signage?
Native Plantings?

Historical Interpretation?
Shade Structures?
Informal Stage?
Movable Chairs and Tables?
loor
sroom
Parking?
Bathrooms?
Food Trucks?

cma
chen moore and associates

Compensation

&% !%FCE !,

?" #523$" 1: 4mmmmmmmmmmmmmmmmmmmmmmmmmmmmmt : : : : : : : : : : : : : : : : :

ATTACHMENT NO. 1 TO EXHIBIT B
&% 3123113+5

5 BCH !!XXXXXXXXXXXXXXX

; <293=8>2879460659<226=4A<35=B45>8649; A6C3=6

Consultant Name: _____

(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)
Form C is not required. Hourly rates are available as needed at a later date.			

Page A - '

*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.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

> 8) $#D9!''/+(!%

The Town may have the need for additional services, which may be requested over the next K years.

NHthe 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 ?>_ .

Additional Work	
8+8DE	A) F'D45#&HD' 3$+45#&
Add rows as necessary	

By: 1 Date: 1

Name: 1 : : : : : : : :

Title: 4 : : : : : : : : :

Form C is not required. Hourly rates are available as needed at a later date.

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cma
chen moore and associates

Additional Information

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Type(s) of Work (code): Landscape Architecture, Civil Engineering

Firm Name: Chen Moore and Associates, Inc.
(As registered with Florida Secretary of State)

Address: 3150 SW 38th Ave, Suite 950

City, State, Zip Code: Miami, Florida, 33146-1531 County: Miami-Dade

Telephone: +1 (786) 497-1500 Fax: +1 (786) 497-1500 Web-site: www.chenmoore.com

Contact Person: Christopher Counts E-mail: ccounts@chenmoore.com

Name of Parent Company (if applicable): n/a

Address: n/a

Type of Firm: Corporation X Partnership_____ Individual_____ Other_____

If Corporation: Date Incorporated: November 7, 1986 State Incorporated: Florida

Date Authorized in Florida: 11/7/1986 Name of President: Peter Moore Peter Moore, PE, F.ASCE, FACEC, F.FES

If Partnership: Date organized: _____Type: General Limited Other

Name(s) of Partner(s): _____

_____

Florida Secretary of State Document No.: J41454

Florida State Board Professional Engineer's Certificate No.: 4593 Date: 01/09/1987

Firm Name: Chen Moore and Associates, Inc.
(As registered with Florida Secretary of State)

Federal Employer Identification No. 59-2739866

Blanket Professional Liability Insurance: Yes X No Amount: $ $5,000,000

Policy No.: See attached sample cert. Company: Acrisure Southeast Partners Insurance Services, LLC

Attach a copy of certificate showing policy number, company, amount and expiration date.

Request for Qualification Submittal for Professional Consultants

Does your firm have a CADD system? (Yes) No Type: AutoCAD Civil 3D

Does your firm have a GIS system? (Yes) No Type: ArcGIS

CERTIFICATION

I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida. I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Town of Fort Myers Beach and filed in case no(s) n/a (if not applicable, enter N/A) with the Clerk of Agency Proceedings. I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act.

Signature	Peter Moore, PE, F.ASCE, FACEC, F.FES Corporate Executive Officer Title	October 22, 2025 Date

List of Branch Offices in Florida

Please include address, city, zip code, county, contact person, telephone number and e-mail address.

Chris Counts, FAAR, ASLA, PLA
Vice President, Creative Director
3150 SW 38th Ave, Suite 950
Miami, FL 33146
O: 305.425.1665
M: 305.298.9263
E: ccounts@chenmoore.com

FORT LAUDERDALE, FL
500 West Cypress Creek Road, Suite 600
Fort Lauderdale, FL 33309
Telephone: +1 (954) 730-0707
Fax: +1 (954) 730-2030

ORLANDO AREA, FL
2290 Lucien Way, Suite 360
Maitland, FL 32751
Telephone: +1 (407) 536-7970
Fax: +1 (407) 536-7971

PORT ST. LUCIE, FL
2400 SE Veterans Memorial Parkway
Suite 120, Port St. Lucie, FL 34952
Telephone: +1 (772) 252-5038
Fax: +1 (772) 252-5973

TALLAHASSEE, FL
113 S Monroe Street, Suite 123
Tallahassee, FL 32301
Telephone: +1 (904) 712-9037

MIAMI, FL
3150 SW 38th Ave, Suite 950
Miami, FL 33146-1531
Telephone: +1 (786) 497-1500
Fax: +1 (786) 497-2300

JACKSONVILLE, FL
501 Riverside Avenue, Suite 501
Jacksonville, FL 32202
Telephone: +1 (904) 398-8636
Fax: +1 (904) 398-2968

JUPITER, FL
1851 W. Indiantown Road, Suite 100
Jupiter, FL 33458
Telephone: +1 (561) 401-9495

GAINESVILLE, FL
2233 Northwest 41st Street, Suite 400
Gainesville, FL 32606
Telephone: +1 (352) 374-1997
Fax: +1 (352) 244-0875

WEST PALM BEACH, FL
500 Australian Avenue South, Suite 850
West Palm Beach, FL 33401
Telephone: +1 (561) 746-6900
Fax: +1 (561) 746-8333

TAMPA BAY AREA, FL
450 Carillon Parkway, Suite 210
St. Petersburg, FL, 33716
Telephone: +1 (813) 345-5965
Fax: +1 (813) 345-5966

SARASOTA AREA, FL

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Chen Moore and Associates, Inc. **Date:** October 22, 2025

Code: _____ **Type of Work:** Landscape Architecture, Civil Engineering

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Christopher Counts	Miami	LA6667504	25	Landscape Architecture
Aleem Ghany	Cooper City	55408	30	Civil Engineering / Project Management
Brent Whitfield	Lake Worth	65720	20	Civil Engineering
Brian Voelker	Davie	FL-5378A	25	Arborist / Environmental Science

The staff above are the core team included in this submission. Resumes are included in this submission package. Chen Moore and Associates has a staff of 175.

CHENMOO-01 SROBERTSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2025

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
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME: Shelia Robertson
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
E-MAIL ADDRESS: SRobertson@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company	25658
INSURER B : Travelers Casualty and Surety Company of America	31194
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : American Interstate Insurance Company	31895
INSURER E : Crum & Forster Specialty Insurance Company	44520
INSURER F :	

INSURED
Chen Moore & Associates, Inc.
500 W. Cypress Creek Road
Suite 600
Fort Lauderdale, FL 33309

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			660A365479A	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO							
	OWNED AUTOS ONLY / SCHEDULED AUTOS			BA2W150087-25-47-G	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUPA7921917	1/1/2025	1/1/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N / A		AVWCFL3335872025	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000
E	Contractor Pollution			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Comprehensive Deductible $1,000 / Collision Deductible $1,000

CERTIFICATE HOLDER
~Evidence of Insurance c/o Chen Moore and Associates, Inc.
500 W. Cypress Creek Road
Suite 600
Fort Lauderdale, FL 33309

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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?" #523$" 1#: Chen Moore and Associates

THIS FORM MUST BE SIGNED AND SUBMITTED WITH RESPONSE TO BE!DEEMED &ESP" NSI6E7!

I" ! 3$" 1#4C3" $ C! %1%30" " # 0 " 0!! 0 %3$ %/ ! 1%& 2H%)) #0%6' 7 " 30#' %3$ 0 " %3#G" 1# / 230%8" $ I " 1' 43:

RESPONDER'S CERTIFICATION

NI %8" /%1" H!))& " Z%7 43" $ 0 " ?" U! " #0 H21 _ ! %)44 %0223# 1" H1" 3/ " $ %628" Q@? >_ hS %3$ %3& 20 " 1 documents accompanying or made a part of this ? >_ :
NI " 1' 6& 51252#" 02 H!134#I 0 " C022$# 21#" 184 " # #5" / 44 $ 43 0 " ? >_ : N%C1" " 0 %07 & 1' #523#" G4)) 1' 7 %8 firm for a 5" 142$ of 120 $%&# in 21$" 102 %))2G the 2G3 adequate time to " 8%)! %6' 0 " 1' #523#" #: NV " 104& 0 %0%)) 43H217 %0223 / 230%8" $ 43 0 4# 1' #523#" ' GI 4 I 43/)! $" # 0 " ; < = 1' U! 41' $? >_ H217 #' 4# 0!! 0 H!) 02 0 " 6" #02H7 & T32G)" $O' %3$ 6")4 H:NH!10 " 1 / " 104& 0 %0N%7 $!) & %! 0 214W $ 02 #! 67 400 4# 1' #523#" 23 6" I %)H2H0 " H47 %# 40# %! 0%3$ $" " $ %3$ 0 %00 " H47 4# 1' %& G4))43O %3$ %6)" 02 5" 1H217 if awarded the / 230!%0

I " H47 %3$'21? " #523$" 1I " 1' 6& %! 0 214W # 0 " 2G3 2H>210@&" 1# C" %I ' 40# #0%HH21 / 23#!)0%30# 02 / 230%! 0%3& 2H0 " 1' H1" 3/ " # 5128 4$" $ 43 0 " 1' #523#" %3$ #5" / 44 %)& %! 0 214W # #! / I 1' H1" 3/ " # 02 release, either orally or in writing, any appropriate data with respect to the firm offering this 1' #523#" :
NH!10 " 1 / " 104& ' ! 3$" 1 2%0 ' 0 %0 0 4# 1' #523#" 4# 7 %$" G40 2! 0 5142 1 ! 3$" 1#0%3$43O %C1" " 7 " 30 / 233" / 0423' $4#! ##423' 21/ 2))! #423 G40 %3& 20 " 15" 1#23' H47 21/ 2152 1%0423 #! 67 400 43O%1" #523#" H210 " #%7 " 512$! / 021#" 184 " \ 32 2H4 " 1' " 7 5)2&" " 21%O' 302H0 " 2G3 21%3& 20 " 1? " #523$" 14#40 1' #0' $ 43 #%$ 1' #523#" \ %3$ 0 %00 " ! 3$" 1#4C3" $ " Z" / ! 0' $ 0 4# ? " #523$" 1]# E" 104 %0423 G40 H!)) T32G)" $O' %3$! 3$" 1#0%3$43O2H0 " 7 %0' 1# 0 " 1' 43 / 230%8" $ %3$ G%# $!)& %! 0 214W $ 02 do so.
NH0 4# 1' #523#" 4# #")" / 0' $' N! 3$" 1#0%3$ 0 %0 NG4)) 6" " Z5" / 0' $ 02 " Z" / ! 0' 0 " 2G3]# #0%3$%1$ professional services agreement, in the form approved by the Town Attorney.
A 5" 1#23 21%HH4%0' GI 2 I %# 6" " 3 5)%" $ 23 0 " / 2384 0' $ 8" 3$21)4#0H2))2G43O%/ 2384 0423 H2115! 6)4 " 304& / 147 " # 7 %& 320#! 67 40%1' #523#" 23 %/ 2301%00 2 5128 4$" %3& CO22$# 21#" 184 " # 02 %5! 6)4 " 304& 7 %& 320#! 67 40%1' #523#" 23 %/ 2301%0G40 %5! 6)4 " 304& H210 " / 23#0!! / 0423 211' 5%41 2H%5! 6)4 6! 4$43O215! 6)4 G21T' 7 %& 320#! 67 401' #523#" # 23)" %#" # 2H1" %)5125" 10& 02 %5! 6)4 " 304& 7 %& 3206" %G%1$" $ 215" 1H217 G21T %# %/ 2301%021' #! 55)41 #! 6V 2301%021 21 / 23#!)0%30! 3$" 1%/ 2301%0G40 % 5! 6)4 " 304& %3$ 7 %& 3200!%3#%06! #4$" ## G40 %3& 5! 6)4 " 304& 43 " Z/ " ## 2H0 " 0 1' #I 2)$ %7 2! 30 5128 4$" $ 43 B" / : 2j a:01a >)214%B0%0 0' # H21EA . Y; ? A < ; H21%5" 142$ 2HKJ 7 230 # H127 0 " $%0' 2H6" 43O 5)%" $ 23 0 " / 2384 0' $ 8" 3$21)4#0

NH!10 " 1/ " 104& ' ! 3$" 12%0 ' 0 %03" 40 " 10 " " 304& #! 67 400 43O0 4# #G213 #0%6' 7 " 30 3200 2 7 & T32G)" $O' ' %3& 2H0# 2H4 " 1# $41" / 021#" Z" / ! 04$" #' 5%103" 1# #I %1" I 2)$" 1 " 7 5)2&" " #' 7 " 7 6" 1#' 21%0' 30# %04$" 43 the management 2H0 " " 304& I %# 6" " 3 / 2384 0' $ 2H%5! 6)4 " 304& / 147 " #! 6#" U! " 300 2 (!)& 1, 1989.

Chen Moore and Associates
Name of Business

C& 4B43C3%0 1'

Print Name and Title

Chris Counts, FAAR, ASLA, RLA, Vice President

3150 SW 38th Ave, Suite 950 | Miami, FL 33146
Mailing Address

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 29 day of July, 2025, by means of ( ) physical presence or (✓) online notarization, personally appeared Christopher Counts as Vice President of the (Company), (✓) who is personally known to me or ( ) who has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida

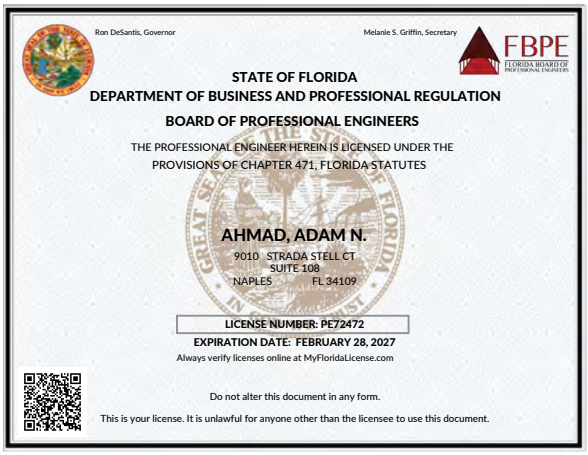
My commission expires:

NANCY SORAYA GONZALEZ
Notary Public - State of Florida
Commission # HH 439387
My Comm. Expires Sep 4, 2027
Bonded through National Notary Assn.

[1] Rev 1-28-25

Consultant Licenses

Capital Consulting Solutions (MBE)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

AHMAD, ADAM N.
9010 STRADA STELL CT
SUITE 108
NAPLES FL 34109

LICENSE NUMBER: PE72472
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Minority Business Certification

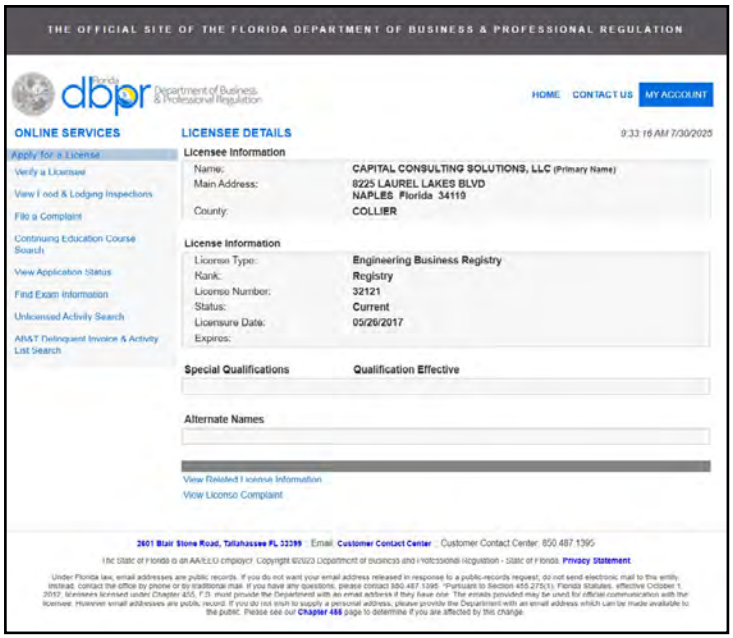
Capital Consulting Solutions, LLC

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:
07/21/2025 07/21/2027

Pedro Allende
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



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES
Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS
9:33:16 AM 7/30/2025

Licensee Information

Name:	CAPITAL CONSULTING SOLUTIONS, LLC (Primary Name)
Main Address:	8225 LAUREL LAKES BLVD NAPLES Florida 34119
County:	COLLIER

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	32121
Status:	Current
Licensure Date:	05/26/2017
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 Email: Customer Contact Center Customer Contact Center: 850 487 1395

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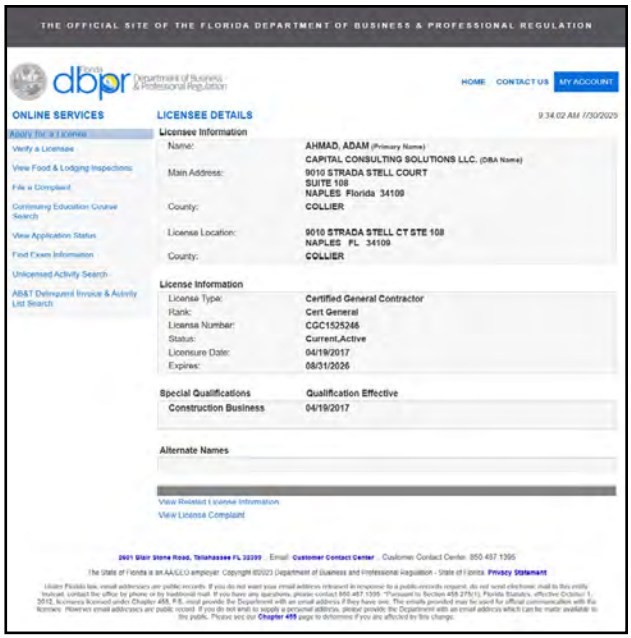
Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

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ONLINE SERVICES
Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS
9:34:02 AM 7/30/2025

Licensee Information

Name:	AHMAD, ADAM (Primary Name) CAPITAL CONSULTING SOLUTIONS LLC. (DBA Name)
Main Address:	9010 STRADA STELL COURT SUITE 108 NAPLES Florida 34109
County:	COLLIER
License Location:	9010 STRADA STELL CT STE 108 NAPLES FL 34109
County:	COLLIER

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1525246
Status:	Current,Active
Licensure Date:	04/19/2017
Expires:	08/31/2026

Special Qualifications	Qualification Effective
Construction Business	04/19/2017

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 Email: Customer Contact Center Customer Contact Center: 850 487 1395

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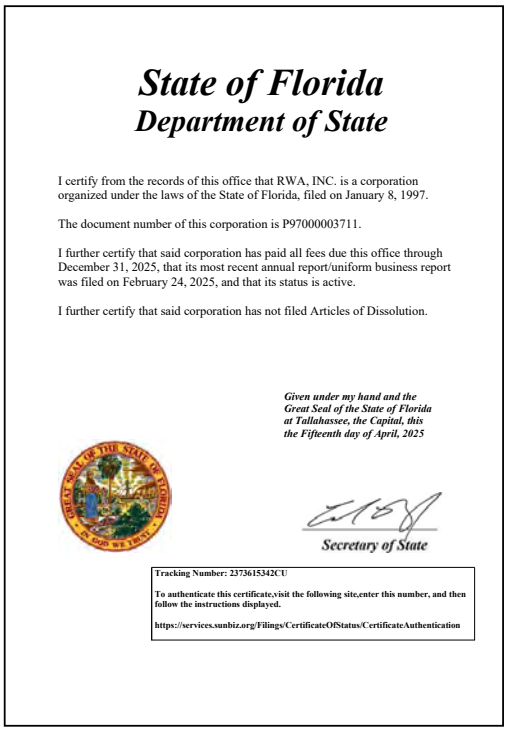
Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

RWA



State of Florida
Department of State

I certify from the records of this office that RWA, INC. is a corporation organized under the laws of the State of Florida, filed on January 8, 1997.

The document number of this corporation is P97000003711.

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 24, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

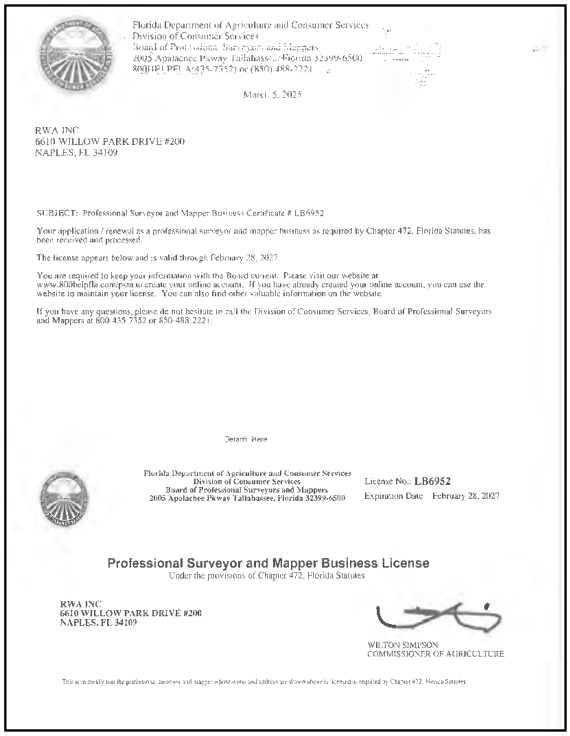
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of April, 2025

Secretary of State

Tracking Number: 2373615342CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 5, 2025

RWA INC
6610 WILLOW PARK DRIVE #200
NAPLES, FL 34109

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB6952

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2027.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

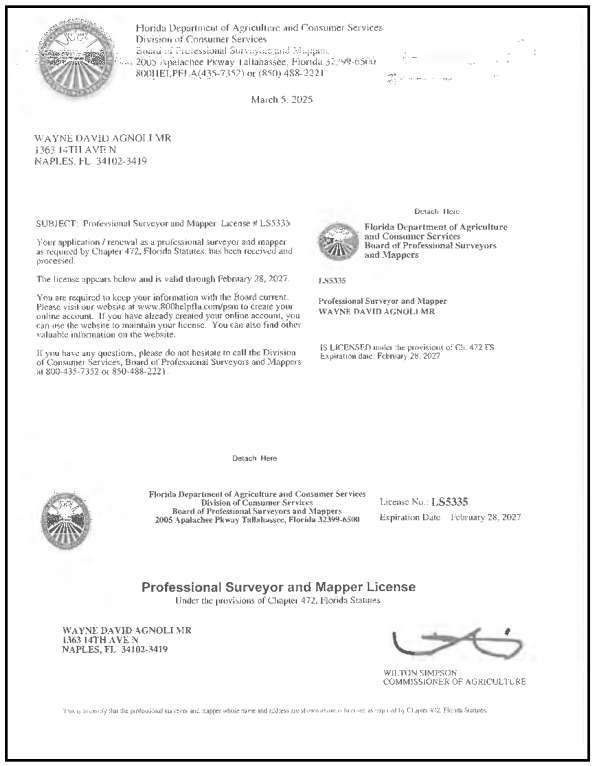
License No.: LB6952
Expiration Date: February 28, 2027

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

RWA INC
6610 WILLOW PARK DRIVE #200
NAPLES, FL 34109

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 5, 2025

WAYNE DAVID AGNOLI MR
1363 14TH AVE N
NAPLES, FL 34102-3419

Detach Here

SUBJECT: Professional Surveyor and Mapper License # LS5335

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2027.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers

LS5335

Professional Surveyor and Mapper
WAYNE DAVID AGNOLI MR

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2027

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

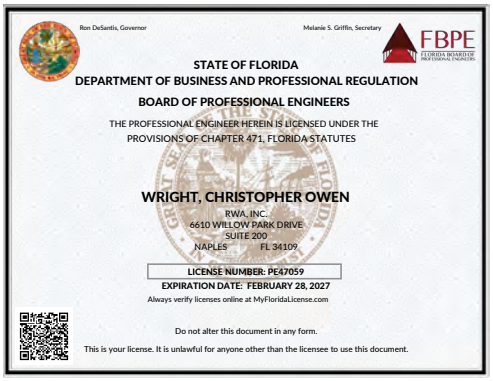
License No.: LS5335
Expiration Date: February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

WAYNE DAVID AGNOLI MR
1363 14TH AVE N
NAPLES, FL 34102-3419

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WRIGHT, CHRISTOPHER OWEN

RWA, INC.
6610 WILLOW PARK DRIVE
SUITE 200
NAPLES FL 34109

LICENSE NUMBER: PE47059
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Melanie S. Griffin, Secretary
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PAPPAS, MICHAEL CHRISTOPHER

1315 SE 1ST ST
CAPE CORAL FL 33990

LICENSE NUMBER: PE60910
EXPIRATION DATE: FEBRUARY 28, 2027
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Consultant Licenses

Cummins Cederberg

State of Florida
Department of State

I certify from the records of this office that CUMMINS CEDERBERG, INC. is a corporation organized under the laws of the State of Florida, filed on March 16, 2010, effective March 17, 2010.

The document number of this corporation is P10000023540.

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 January 22, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

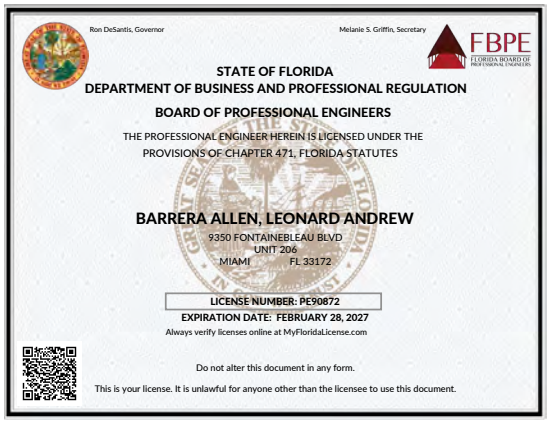
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of January, 2025

Secretary of State

Tracking Number: 7729643211CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BARRERA ALLEN, LEONARD ANDREW
9350 FONTAINEBLEAU BLVD
UNIT 206
MIAMI FL 33172

LICENSE NUMBER: PE90872
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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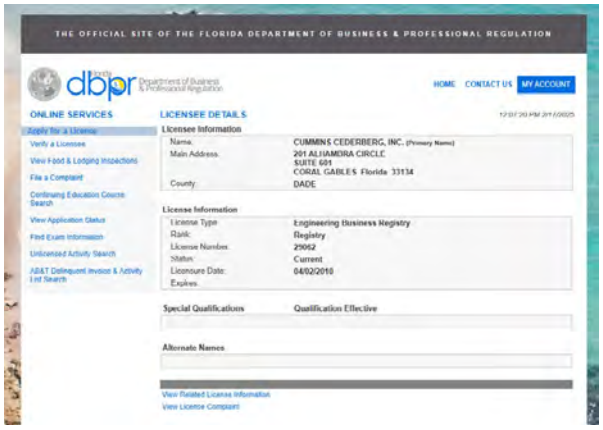

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LICENSEE DETAILS

Licensee Information
Name: CUMMINS CEDERBERG, INC. (Primary Name)
Main Address: 201 ALHAMBRA CIRCLE SUITE 601 CORAL GABLES Florida 33134
County: DADE

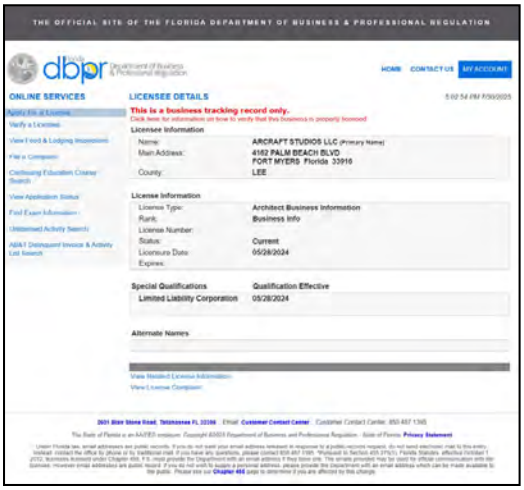
License Information
License Type: Engineering Business Registry
Rank: Registry
License Number: 29062
Status: Current
Licensure Date: 04/02/2010
Expires:

Special Qualifications — Qualification Effective

Alternate Names

View Related License Information
View License Complaint

Arcraft Studios



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LICENSEE DETAILS

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed

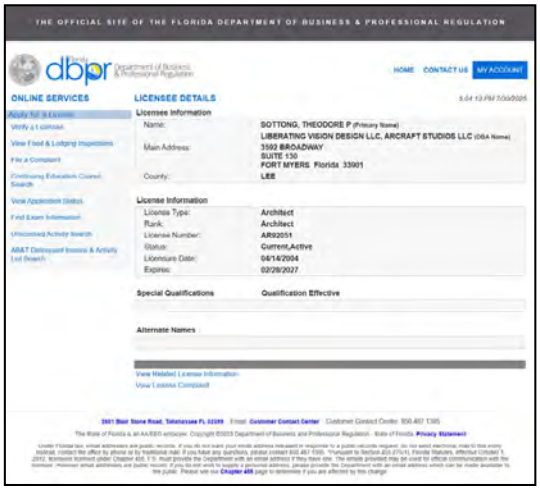
License Information
Name: ARCRAFT STUDIOS LLC (Primary Name)
Main Address: 4182 PALM BEACH BLVD FORT MYERS Florida 33916
County: LEE

License Information
License Type: Architect Business Information
Rank: Business Info
License Number:
Status: Current
Licensure Date: 05/28/2024
Expires:

Special Qualifications — Qualification Effective
Limited Liability Corporation — 05/28/2024

Alternate Names

View Related License Information
View License Complaint



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LICENSEE DETAILS

Licensee Information
Name: BOTTONG, THEODORE P (Primary Name)
Main Address: LIBERATING VISION DESIGN LLC, ARCRAFT STUDIOS LLC (DBA Name) 3592 BROADWAY SUITE 130 FORT MYERS Florida 33901
County: LEE

License Information
License Type: Architect
Rank: Architect
License Number: AR92051
Status: Current,Active
Licensure Date: 04/14/2004
Expires: 02/28/2027

Special Qualifications — Qualification Effective

Alternate Names

View Related License Information
View License Complaint

Addenda

Addendum 1

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 9, 2025

EXTENSION

DUE DATE HAS BEEN EXTENDED TO 10/23/2025 AT 9:00 AM LOCAL TIME

OPENING HAS BEEN MOVED TO 10/23/2025 AT 9:30 AM LOCAL TIME

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

Peter Moore, PE, F.ASCE, FACEC, F.FES
Chief Executive Officer
Chen Moore and Associates

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 2**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 17, 2025

Clarification

For this Request for Qualifications, please disregard Section B. Responders Format (pg. 8), where it lists Compensation and Form C as a requirement or any reference to submit compensation or Form C. Compensation is also listed as an evaluation criterion in Section H. Evaluation Method and Criteria (pg. 10), but is a clerical error and will not be used in evaluating.

Do not include Form C or compensation in response to the Request for Qualifications.

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 "Has the firm

worked for other governmental entities, particularly municipalities?," 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 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.

9. Would the Town remove Compensation and Form C from this RFQ to comply with CCNA? Pursuant to FL Statute 287.055 Section (4) Competitive Selection, "the agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5)" (Competitive Negotiation). This clause is also referenced on page 10 of the RFQ in Section G. Consultant's Competitive Negotiation Act (CCNA). During the last RFQ release, the Town released an Addendum clarifying to write N/A on Form C. Please advise if it is acceptable to do so again.

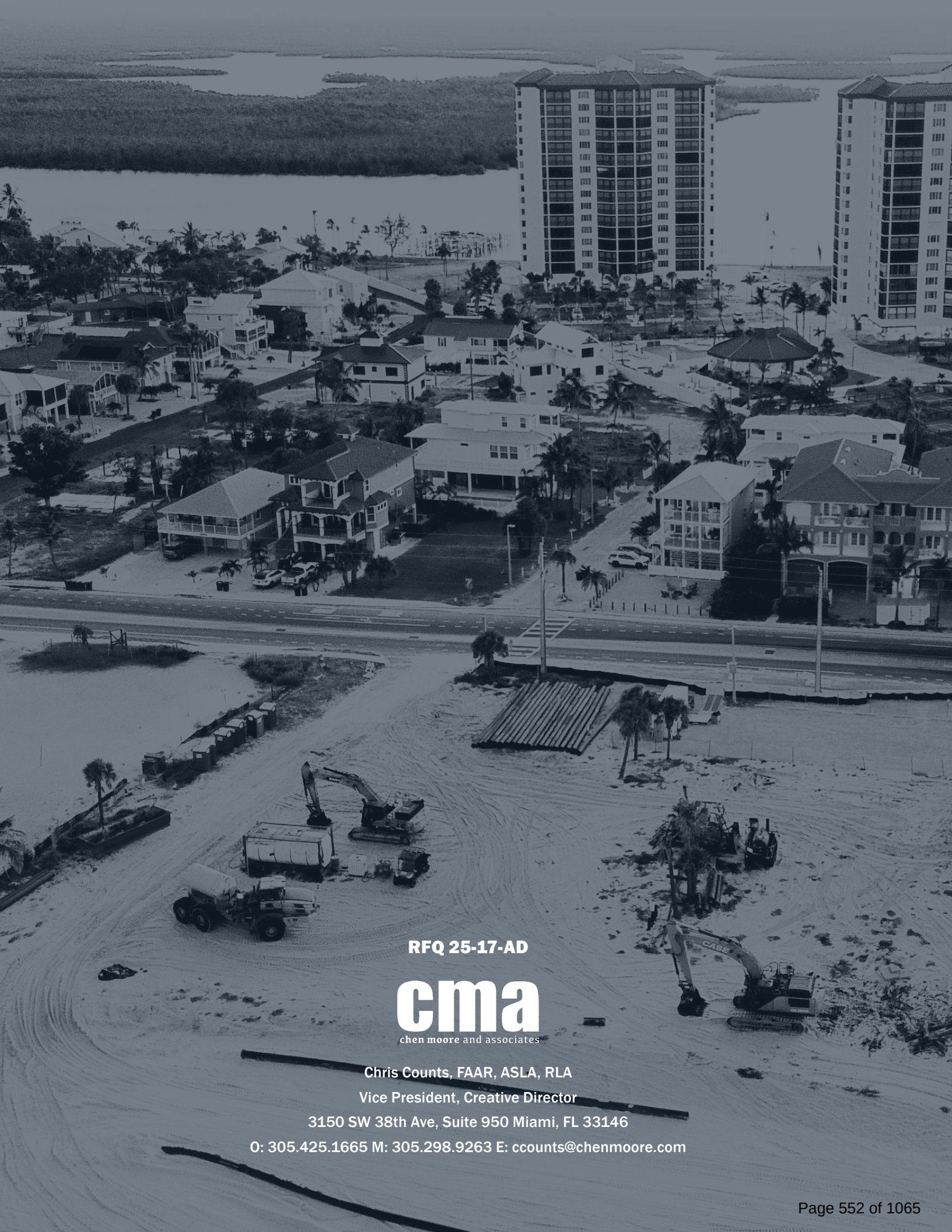
   - See Clarification above.

Company Name and Signature

Peter Moore, PE, F.ASCE, FACEC, F.FES
Chief Executive Officer
Chen Moore and Associates

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

CASE



RFQ 25-17-AD

cma
chen moore and associates

Chris Counts, FAAR, ASLA, RLA
Vice President, Creative Director
3150 SW 38th Ave, Suite 950 Miami, FL 33146
O: 305.425.1665 M: 305.298.9263 E: ccounts@chenmoore.com

Newton Beach
Facility Reconstruction
RFQ-25-17-AD

Submitted to:

Town of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, FL 33931

Due:
October 23, 2025 at
9:00 AM

Submitted By:

EnSite, Inc.
c/o
Matthew D. Horton, RLA

2401 First Street,
Suite 201
Fort Myers, FL 33901

Phone: 239-226-0024
Fax: 239-226-0094

MattH@en-site.com

2.0 Letter of Transmittal

Town of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, FL 33931 USA

RE: RFQ-25-17-AD
Fort Myers Beach Engineering & Architectural Services
Newton Park Beach Facility Reconstruction

Dear Selection Committee:

EnSite, Inc. is pleased to present our proposal for providing engineering and architectural services to the Town of Fort Myers Beach. EnSite is a multi-disciplinary planning, civil engineering, landscape architecture, and urban design firm providing comprehensive professional services to clients in the public and private sectors. Our staff has a successful history of working with government agencies, municipalities, and community organizations throughout Southwest Florida, due in large part to the following core areas; extensive capability, effective communication, and a high level of commitment to assigned tasks and projects. Our staff has been providing these services for over twenty (20) years, since the company's inception as DBS Consulting, Inc. Our firm has been incorporated since 06/29/2005 in the State of Florida. The firm's partners include Brian Smith, Brent Gibson, and Matthew D. Horton, RLA.

Our qualifications include technical knowledge of State Statutes, Administrative Code, and proposed legislative bills; knowledge of planning and design principles and procedures; understanding of local codes and policies; and experience working with numerous government agencies, including the Town of Fort Myers Beach. While our basic approach to all projects provides a solid foundation, we build upon that foundation by developing a specific approach to meet the unique needs of each individual project.

EnSite has supported the vibrant community of Fort Myers Beach with professional services in the past. Most recently, our Director of Urban Design & Landscape Architecture, Matthew Horton, RLA, worked with the Town Manager and Public Works Director through a contract with DRMP, on the Times Square, Bayfront Park, and Bay Oaks conceptual plan. The staff at EnSite has enjoyed an exceptional working relationship with local staff and looks forward to extending and expanding that experience through this contract.

EnSite staff is experienced engaging stakeholders to ensure consistency between the community's vision and proposed plans for the site. Additionally, we pride ourselves on our technical expertise and knowledge of regulatory frameworks by which to analyze existing site conditions. Our diverse team offers a wide range of viewpoints and subsequent considerations to take into account when providing recommendations for future actions that would aid in the implementation of the community's vision.

Enclosed with this letter, please find the required information regarding our experience and ability to meet your needs as outlined in the Request for Qualifications. Any questions regarding this submittal may be sent to me directly, a testament to the accessibility that the Town will have to the Project Manager. Thank you in advance for your consideration, and please note that this response is a commitment to the Town, should the Request for Qualifications be awarded to EnSite, the firm will perform the work described in the scope in a timely and professional manner.

Sincerely,
EnSite, Inc.

Matthew D. Horton, RLA

3.0 TABLE OF CONTENTS

4.0 FIRM BACKGROUND & EXPERIENCE

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5.2 Resumes 8

6.0 DEMONSTRATED KNOWLEDGE & RESOURCES

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6.2 Project Understanding 21

6.3 Project Schedule 24

APPENDIX 25

EnSite, Inc. was incorporated in June of 2005 as a multi-disciplinary firm headquartered in **Fort Myers, FL** with the following practice areas:

- ☑ **Land Use Planning**
- ☑ **Landscape Architecture & Urban Design**
- ☑ **Civil Engineering & Permitting**

Together, these three disciplines work to create functional and sustainable sites using a comprehensive approach to project management that encompasses environmental, economic, and social factors to create spaces where all can **live, work, and play**.

EnSite, Inc. uses the latest technology to ensure that all projects are managed with utmost care and diligence. Project managers utilize project schedules to ensure that target tasks are met within a timely manner. Schedules allow project managers to quickly monitor tasks, visualize impacts of potential delays, and keep an open path of communication with clients. EnSite, Inc. has one office location in downtown Fort Myers, Florida with 11 current employees. **Matthew D. Horton, RLA**, Director of Landscape Architecture & Urban Design, is the designated primary contact point for Town staff.

20+ Years In SWFL

Since our inception in 2005, EnSite has provided multi-disciplinary services to clients across SWFL. Our portfolio is heavily centered around the unique environmental, social, economic, and growth-related factors for which the SWFL community is known. Our keen awareness of these elements and the important role they play in maintaining the SWFL lifestyle are driving forces behind the work we produce.

Over 90% of our staff live in SWFL, making it our home. It is in our best interest to produce high quality products which exemplify the natural beauty of SWFL while accommodating rapid growth patterns and aiding communities in developing visions with the tools to implement them.

Our outstanding reputation has been built upon our commitment to provide lasting relationships and superior service to our clients and fellow professionals. **Open communication** has built trusting relationships and is the key to project success. To successfully complete a project, initial planning and communication between all parties is key. Once the specific project scope's action items are identified, a **budget, schedule, and deliverables** must be agreed upon between the Town and EnSite, Inc.

The next step will require assembling the proper staff and resources to complete the project. During the project, communication between the Town and EnSite will be the top priority. Once the project is completed, the deliverables will be provided to the Town with a full explanation of the product by EnSite's Director of Landscape Architecture & Urban Design. Matthew D. Horton, RLA, will be the **primary point of contact** between the Town and EnSite. Upon project assignment, Mr. Horton will set up a meeting with the Town's Project Manager and other key stakeholders. It is at this time that EnSite will begin internal coordination in forming a team of experts of various fields that will provide the highest quality services for what the Town is seeking.

The Town is encouraged to provide input for team selection and work processes to facilitate a timely, cost effective, and efficient project schedule. It is this **collaborative practice** which ensures an effective relationship between the Town and EnSite. In order to keep the Town informed of progress on the project, EnSite will facilitate updates through regularly scheduled project check-ins with the Town's Project Manager. This will be most important when key elements of the project are being produced. In this manner, Town staff will be a partner in decisions and strategies engaged during critical elements of the visioning process. This will further foster a team approach between the Town and EnSite to ensure a successful project.

EnSite takes pride in the fact that we stay informed of contemporary Best Practices. Not only do we apply these practices to the work we do, but we also share this information with colleagues and competitors to ensure that our community receives the current applications for any given project. This benefits our community through increased competition and attractiveness for all users of the space. EnSite's management team encourages continuing education and training beyond that which is required by licensure. Our team takes pride in the **expansion of ideas** and knowledge that we work toward achieving.

The project's timeline is anticipated to take approximately 12 months and has been further detailed under **6.4 Project Schedule**.

FMB
FORT MYERS BEACH • ESTERO ISLAND

ensite

LANDSCAPE ARCHITECTURE & URBAN DESIGN

- ☑ Urban Site Design & Planning
  - Contemporary Design
  - Multi-modal Opportunities
  - Campus and Master Planning
- ☑ Landscape Plan Review
- ☑ Land Development Code Review

Matthew D. Horton, RLA
Director of Landscape Architecture & Urban Design
**Primary Point of Contact*

LAND USE PLANNING

- ☑ Comprehensive Planning
  - Vision Planning
  - EAR Amendments
  - Statutory Compliance
- ☑ Zoning Review
- ☑ Land Development Code Review
  - Planning References
  - Zoning References

Cindy C. Leal Brizuela, AICP, MURP
Principal Planner

Marza Hiatt
Planning Technician

CIVIL ENGINEERING & PERMITTING

- ☑ Site planning & Civil Plan Sets
- ☑ Site Plan Review
- ☑ Land Development Code Review
  - Engineering References

Brian R. Smith
Principal/Owner

Jason Tomassetti, PE
Director of Engineering

RG architects

ARCHITECTURE

- ☑ Sustainable Design
- ☑ LEED Certification

Ryan Richards, AIA, NCARB, LEED AP
President, Principal in Charge

ensite

PROFILE

Education

Bachelor's of Landscape Architecture (1998), University of Florida

AA Fine Arts (1994) Florida Community College at Jacksonville

Experience

20 Years

Licenses

Florida Licensed Landscape Architect (LA0001749)

Organizations

American Society of Landscape Architects

Congress for the New Urbanism

Contact

MattH@en-site.com

CORE STRENGTHS AND QUALIFICATIONS

Matthew D. Horton, RLA is a Principal and Registered Landscape Architect at EnSite, Inc. He has 20 years in practice as a landscape architect with a focus in the areas of sustainability, urban design and redevelopment planning. Mr. Horton offers exceptional talent in urban form and sustainable development design. As an urban planner, Mr. Horton seeks to optimize land usage in both urban and suburban areas, both physically and through regulation. His approach to community design is based on the premise of creating a balance with the economic, environmental and compatibility constraints of a given project. With the ever-increasing population combined with reduction in habitable land, his role as urban planner and designer is in planning for the highest and best use of this resource. Mr. Horton has extensive experience in public presentations. During his practice, he has received numerous honors and awards for his work in urban design, redevelopment, landscape architecture and sustainable development.

PROFESSIONAL EXPERTISE

Urban Design	Community Master Planning
Streetscape Design	Community Visioning
Complete Streets	Sustainability
Site Planning	Low Impact Design
Graphic Design	TOD/TND

RELEVANT EXPERIENCE

Train Depot Restoration
Gardner's Park Vision Plan
Alliance for the Arts Campus Master Plan
Lehigh Acres Planning and Design Study
McGregor Veterinary Clinic
City of Fort Myers Terminating Street Parklets
Estero Park/School Master Plans
College Parkway Design Study
competeLEE - A Sustainability Assessment of Lee County
Murdock Village Master Plan, Charlotte County, FL
Bonita Village Master Plan, Lee County, FL
FEMA Housing Village Planning, FL, AL, MS
Charlotte Harbor CRA Study, Port Charlotte, FL
Harlem-Clewiston Redevelopment Plan
Port Charlotte Urban Trail Master Plan, Charlotte County, FL
Lakes Regional Park Redevelopment Master Plan, Lee County, FL

Matthew D. Horton, RLA

CINDY LEAL BRIZUELA, AICP, MURP

ensite

PROFILE

CORE STRENGTHS & QUALIFICATIONS

As EnSite's Principal Planner, Cindy Leal Brizuela is involved in in the preliminary stages of projects to ensure proper entitlement of land prior to pursuing development permits. Ms. Leal Brizuela's background in planning includes Geographic Information Systems (GIS) analysis for a number of different scenarios. Her GIS experience includes analysis on behalf of multiple property owners in the Florida Panhandle to address stakeholder input. She was able to map the property owners who were concerned about new policies impacting the shoreline and determined that the stakeholders owned most of the shoreline in question, leading to greater support in voicing their concerns to local agencies. Additionally, after Hurricane Irma, GIS analysis was utilized to determine the type of landscape damage produced across a large master-planned community. Mapping this data allowed for the improvement of the community by planning for the replanting of more wind-resistant trees, creating an overall more resilient and sustainable community.

EDUCATION

Master's in Urban and Regional Planning from the University of Florida

Bachelor's in Political Science, Certificate in International Relations, triple minors in Latin American Studies, International Development & Humanitarian Assistance, and History from the University of Florida

PROFESSIONAL EXPERTISE

- Land Use Planning
- Geographic Information Systems
- Project Scheduling
- Project Management
- Expert Witness In:
  - ⇒ Unincorporated Lee County, FL
  - ⇒ Town of Fort Myers, FL
  - ⇒ Town of Bonita Springs, FL
- Mixed Use, Institutional, Commercial, Residential, and Industrial project experience
- Community Engagement & Visioning
- Comprehensive Planning
- Zoning Amendments
- Annexations
- ArcGIS Collector Application

ORGANIZATIONS

Member of the American Planning Association–Florida Chapter, Promised Lands Section & Broward Section

Member of Florida Planning and Zoning Association

RELEVANT EXPERIENCE

- Bonita Springs EAR Amendments (c. 2016)
  - ⇒ Housing & Coastal Elements
- Victory Park Comprehensive Plan Amendment (Cape Coral, FL)
- GIS Analysis of Bay Colony Landscape Damage during Irma (Naples, FL c. 2018)
- GIS Analysis of Panhandle Shoreline Ownership (Walton County, FL c. 2019)

MARZA HIATT

ensite

PROFILE

CORE STRENGTHS & QUALIFICATIONS

As EnSite's Planning Technician, Marza Hiatt assists Principal Planner Cindy Leal Brizuela, AICP, MURP in the preliminary stages of project development. With a background in environmental and climate science and building sustainable human systems, Ms. Hiatt has a goal of incorporating environmental protection, social responsibility, and economic prosperity in her work. She realizes that Florida's environment plays an critical role in the state's economic vitality, making the planning stages of project development key to the success of a project. With this in mind, she has an approach of creating an equilibrium between Florida's growing population, diverse and sensi-

EDUCATION

Bachelor of Arts in Sustainability Studies with double minors in Environmental Science & Policy and Urban Studies and Honors College designation from the University of South Florida in May 2025.

PROFESSIONAL EXPERTISE

- Sustainability
  - Sustainable Human Systems and Cities
  - Urban Development and Sprawl
  - Environmental and Social Policies
  - Wetland Environments
  - Sustainable Tourism Practices
- Certification Experience
  - IFAS Florida Friendly Landscaping
  - FDEP Florida Green Lodging
  - FDEP Clean & Resilient Marinas
- Research and Data Collection
- Mixed Use, Commercial, and Industrial project experience
- Zoning and Comprehensive Plan Amendments
- GIS Experience

RELEVANT EXPERIENCE

- Keep Pinellas Beautiful Hospitality Eco-Partnership Program Research and Development for Lodging and Town Vitality (2024)
- Sustainable Lodging Consultation with FDEP Green Lodging and IFAS Florida Friendly Landscaping (2024)
- Wetland Delineation, Protected Species Surveys, and Ecological Fieldwork (2023)
- Urban Forestry Data Collection and Plantings (2022)

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PROFILE

Education

Associates General Education - Pre Engineering (1994). University of South Florida

Bachelor's of Landscape Architecture (1998), University of Florida

Experience

20 Years

Organizations

Congress for the New Urbanism

American Public Works Association

Cape Coral Rotary

Contact

BrianS@en-site.com

CORE STRENGTHS AND QUALIFICATIONS

As founder of EnSite, Brian R. Smith provides leadership and direction in all aspects of our business. His expertise in site planning, landscape design, and project management offers the ability to see value in spaces and places, resulting in exceptional design. Brian has managed projects for residential, commercial and institutional development. His well-established, positive relationships with clients, governmental agencies and administrations continues to promote efficient review and success of projects. Brian is a highly motivated individual who provides exceptional client service through his commitment to outstanding service, design and project outcome.

PROFESSIONAL EXPERTISE

Streetscape Design	Community Master Planning
Complete Streets	Irrigation Design
Park Master Planning	Community Visioning
Park Design	Leadership
Site Planning	Cost Estimating
Marketing	Sustainability
Graphic Design	Low Impact Design
Expert Testimony	Project Management

RELEVANT EXPERIENCE

Lehigh Acres Community Planning
City of LaBelle Downtown Re-Development Plan – LaBelle, Florida
City of LaBelle Landscape Code writing – LaBelle, Florida
Estero Community Plan and assist with landscape code writing – Estero, Florida
East Lee County Community Plan – Lee County, Florida
Skyline Commons - Cape Coral, Florida
2x4 Ranch - Desoto County, Florida
Glades Education Center - Glades County, Florida
Imaginarium Master Plan - Fort Myers, Florida
Treeline Avenue Construction Administration – Fort Myers, Florida
Hawthorne Residential Community – Bonita Springs, Florida
Cape Coral Parkway Roadway Landscape Design – Cape Coral, Florida
Bridgetown at the Plantation Residential Community – Fort Myers, Florida
Somerset Golf Club and Amenity Sites – Fort Myers, Florida
Four Corners Mixed Use Site - Cape Coral, Florida
Cypress Hammock Multi-Family Community - Lee County, Florida
Merchants Crossing Mixed Use Redevelopment - North Fort Myers, Florida
Royal Palm Affordable Housing - Fort Myers, Florida
Presbyterian Attainable Housing - Cape Coral, Florida
Canterfield Village Assisted Living Community - Lee County, Florida

Brian R. Smith

ensite

CORE STRENGTHS AND QUALIFICATIONS

PROFILE

Education

BS in Civil Engineering (1998), Lafayette College

Experience

20 Years

Licenses

Professional Engineer State of Florida, P.E. License #66263

State of Connecticut, P.E. License #24394

Organizations

American Society of Civil Engineers

National Society of Professional Engineers

Florida Engineering Society

Environmental & Water Resources Institute

NCEES Council Record Holder

Project Management Institute

Contact

JasonT@en-site.com

Jason Tomassetti, P.E., Director of Engineering, has more than 20 years of experience in site development, civil engineering, government agency permitting, and low-impact design (LID). He has experience with a wide spectrum of projects, including residential, commerical, industrial, educational,municipal, religious, and parks & recreation. His responsibilities include being the project manager and civil engineer for all phases of the project, including site planning, infrastructure design, government agency permitting, quality control, and construction administration, inspection, and final certification. Jason responsibly coordinates with the client, consultants, and team members to meet the vision, goals, and schedule of the project. He offers a unique combination of outstanding engineering and communication skills that establishes positive, long-term relationships with clients, fellow professionals and the community as a whole. Jason is committed to the long-term success of Southwest Florida. He has extensive background in LID practices including Stormwater management design and permitting per County, State and Federal codes/regulations. Low Impact Development (LID) used as an alternative to conventional stormwater practice. Specific practices used are bioretention (rain gardens, pervious concrete and permeable pavement, grass (bio) swales, and commercially manufactured devices (media filters, infiltration chambers, etc)

PROFESSIONAL EXPERTISE

Stormwater Drainage	Site Planning
Stormwater Analysis	Project Management
Utility Design	Roadway Design
Hydrologic Modeling	Marketing
Low-Impact Design	Cost Estimating
Construction Administration	Grading
Team Building	Scheduling

RELEVANT EXPERIENCE

Train Depot Restoration - LEED Gold
Goodland Boat Park
Bayview Boat Park
Golden Gate Pedestrian Bridges
State Road 29 Widening
Kaicasa - Habitat for Humanity
Faith Landing - Habitat for Humanity
Living Word Family Church
North Collier Regional Water Treatment Plant
Comprehensive Everglades Restoration Plan (CERP)

Jason Tomassetti, P.E.

RG ARCHITECTS, P.A

RYAN RICHARDS, AIA, NCARB, LEED AP

COLLABORATE | CREATE | INNOVATE

ROLE

President | Principal in Charge

EDUCATION

Bachelor's Degree in Architecture:
University of Miami 1998

LICENSE & CERTIFICATIONS

- Licensed Architect, FL AR94102
- NCARB Certified
- AIA Associate

COMMUNITY

- 2019 - 2020: AIA SWFL President
- 2008 - Present: Lee County Schools Construction Advisor Committee

AWARDS

- AURORA Best Recreation Facility or Amenity Award 2025: Pelican Sound River Club
- FEFPA Architectural Award of Merit 2025: Franklin Park Elementary School Rebuild
- AIA New Commercial Award 2022: FGCU Water School
- AIA New Work Merit 2020: Crystal Dining Shell Point Village
- AIA Unbuilt Honor 2020: CSN New Science Bldg.
- AIA SWFL Firm Unbuilt Award 2019: Heights Education Center
- AIA SWFL Firm Interior Award 2019: Crystal Dining Shell Point Village

BIOGRAPHY

Ryan Richards has **over 27 years of experience** across several sectors, including educational, municipal, commercial, and hospitality sectors. His architectural expertise, leadership, project management skills, and strategies ensure that projects are designed, documented, and executed to meet high-quality standards and comply with relevant regulations and codes. Mr. Richards also provides support for integrating innovative and sustainable design practices into projects.

SKILLS & COMPETENCIES

- Sustainable design and LEED certification
- Project management and organization
- Budgeting and cost control
- Building code regulations
- Club House Award Winner Designer
- Construction oversight and quality control
- Time and deadline management
- Client relations and negotiation
- Creative problem-solving
- Cost reduction strategies
- Business requirements analysis
- Customer satisfaction improvement
- Vendor and partner collaboration

The EnSite team has previously aided in the community visioning process through the preparation of the Bayside Park in the Town of Fort Myers Beach (2016) which similarly covered a coastal urban area at the heart of the Town of Fort Myers Beach. The vision for Bayside Park was produced through collaborative efforts with the community and truly showcased how our team's expertise in community planning and urban design could compliment the various ideas voiced by local residents. This contribution of technical support to the community is our greatest asset when facilitating a vision plan. Details of Bayside Park are further noted in Section 6.2 Successful Similar Work, among other successful projects EnSite has conducted in the Town of Fort Myers Beach.

Another successful project of similar scale and location is Bay Oaks Park. The legacy project is also located in the Town of Fort Myers Beach. The project emphasizes the importance of community and greenspace for local residents. By enhancing the connections to the nearby elementary school through a designated student garden area and Matanzas preserve through trails, this coastal area features public recreational and educational facilities. Particularly, the project promotes healthy options by which to age in place as the Town's demographics continue to diversify, highlighting the need for various alternatives to the single-family housing found throughout much of the community.

Our staff pride themselves on the public sector projects they have completed over the course of their careers, and the impact they have on their community. These projects include Heritage Roots Food Hub Master Plan, Schandler Hall Community Park, The Collaboratory, Palm Beach Boulevard Streetscape, Franklin Park Elementary School Remodel, Admiral-Lehigh Trailhead, Imaginarium Science Center Master Plan, with many others in various stages of design and implementation including school sites, parks, and marinas.

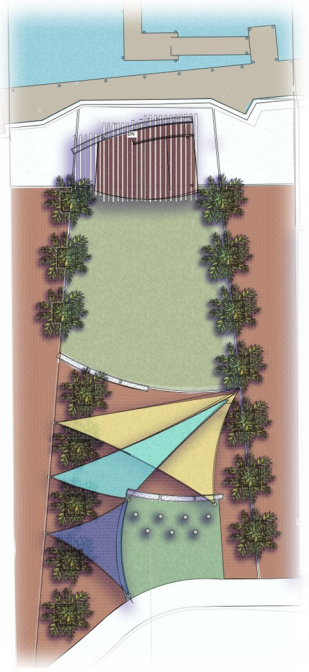
Bayside Park

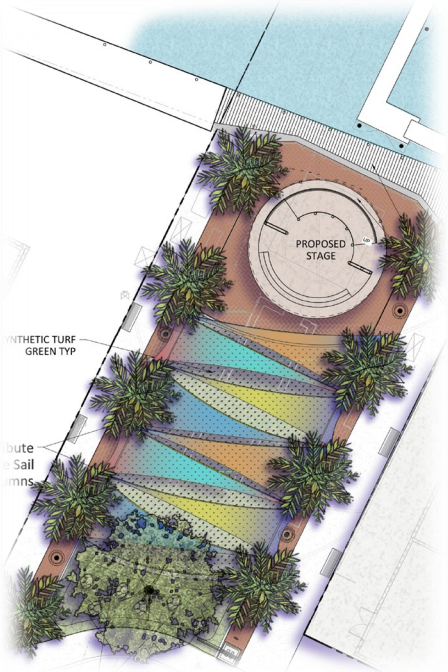
Client/ Contact:
DRMP, Inc.
1404 Dean Street, Suite 101
Fort Myers, FL 33901

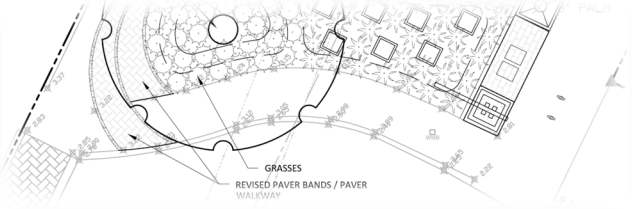
Fort Myers Beach

± .18 ACRES

2021







Bayside Park in the Town of Fort Myers Beach is one of the many projects which EnSite, Inc. and RG Architects pride themselves upon; from turtle-friendly lighting plans to various iterations of shaded open space, it is the ultimate public project. Bayside Park's location within the Town required careful selection of resilient Florida-friendly plant material and complimentary hardscape and structures to promote a cohesive design that reflects the vibrant urban fabric of the Town. Every component of design was evaluated to ensure that the final landscape plans would truly resonate with the Town's residents and visitors.

Bay Oaks Park

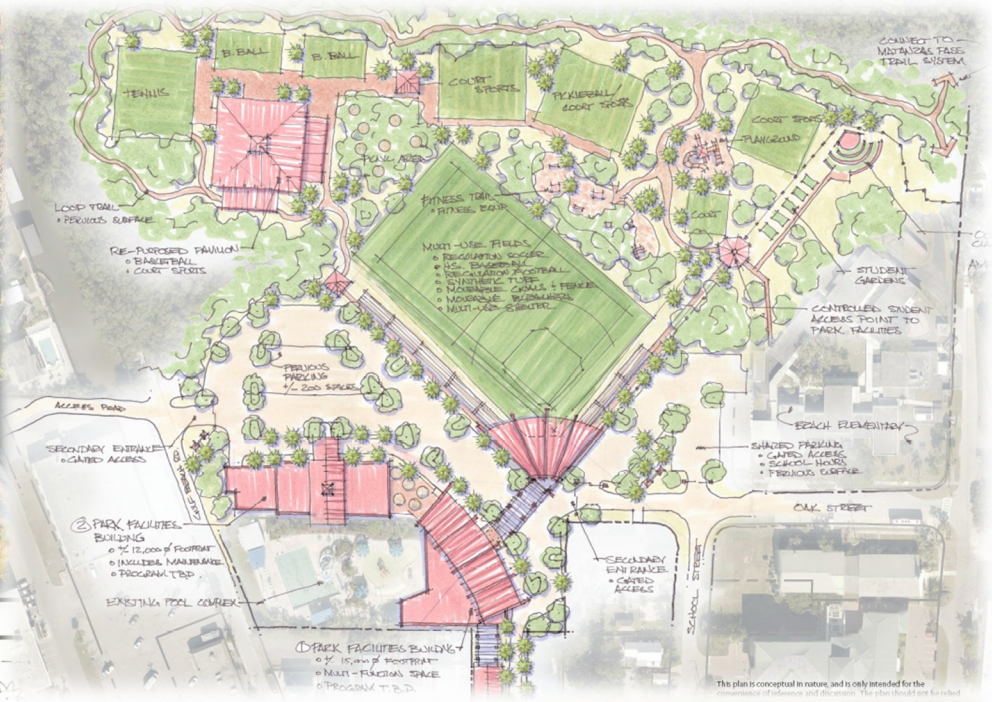
Client/ Contact:
DRMP, Inc.
1404 Dean Street, Suite 101
Fort Myers, FL 33901

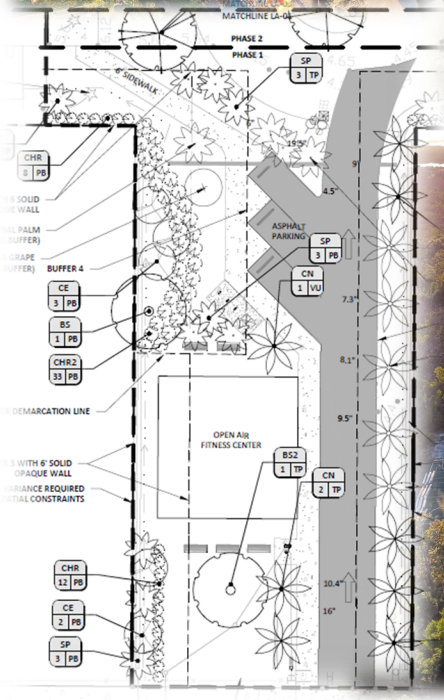
Fort Myers Beach

± 10 ACRES

2019

Bay Oaks Park is located adjacent to Fort Myers Beach Elementary and Matanzas Pass Preserve. The site features a recreational campus, including a baseball field, basketball court, and pickleball and tennis courts, among other facilities. The concept plan also features connections to the connecting Matanzas trail system, an outdoor classroom, an amphitheater, and student gardens. The park provides a recreational space for residents and tourists of all ages, contributing to greenspace, walkability, and community involvement. Bay Oaks Park truly emphasizes and improves the wellbeing of the surrounding community.





Times Square

Client/ Contact:

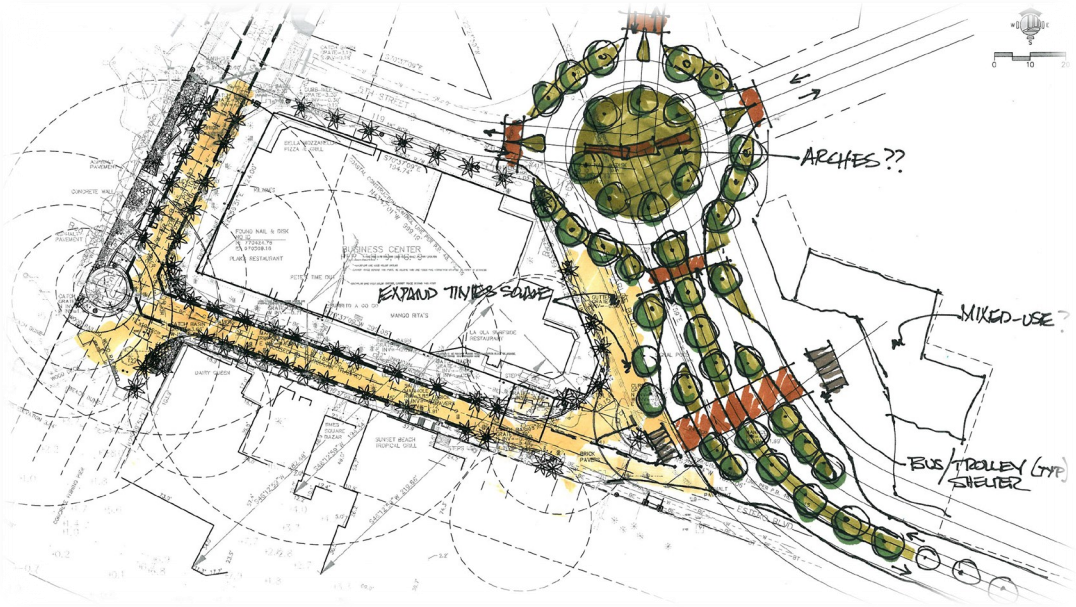
DRMP, Inc.
1404 Dean Street, Suite 101
Fort Myers, FL 33901

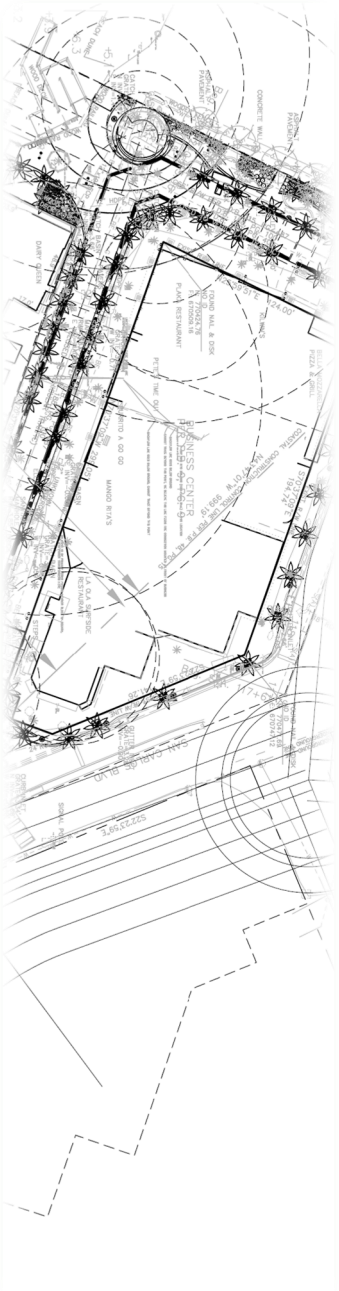
Fort Myers Beach

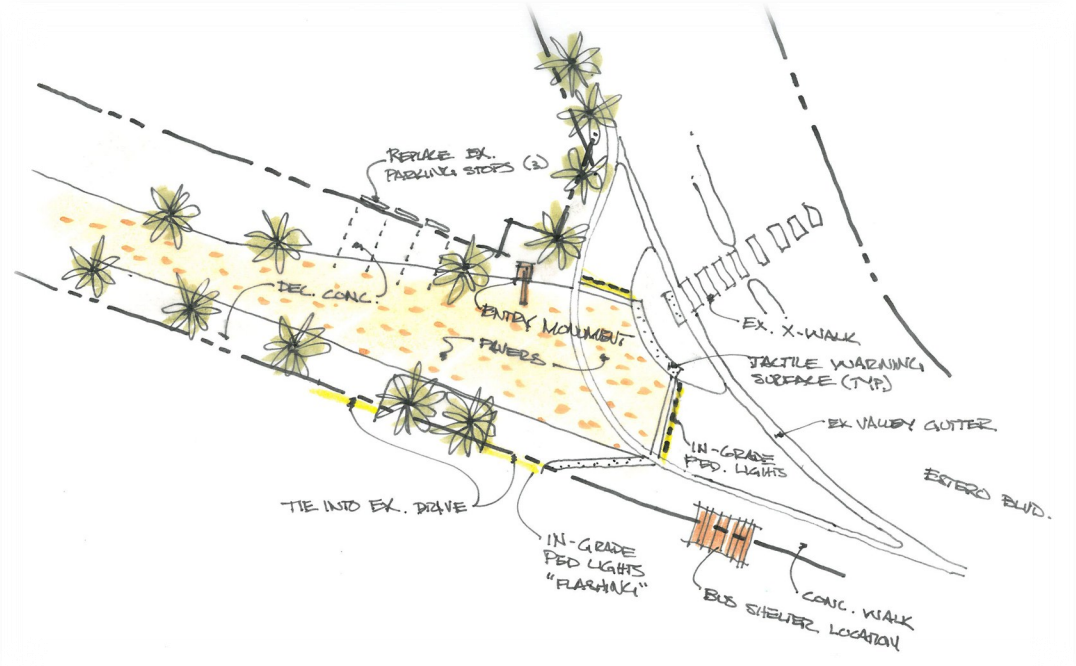
± 1.63 ACRES

2022/2023

Times Square in Fort Myers Beach is one of EnSite's many public Legacy projects. Like Bayside Park, Times Square is another collaboration with RG Architects. As the gateway to the Town's urban center, the redesign of Times Square required input from various stakeholders to create a focal point that is reflective of the Town's spirited atmosphere and natural beauty. This project integrated elements of streetscape design and pedestrian connectivity which promote walkability while addressing various traffic-related constraints of working along Estero Boulevard.







Cabana Cove

Client/ Contact:

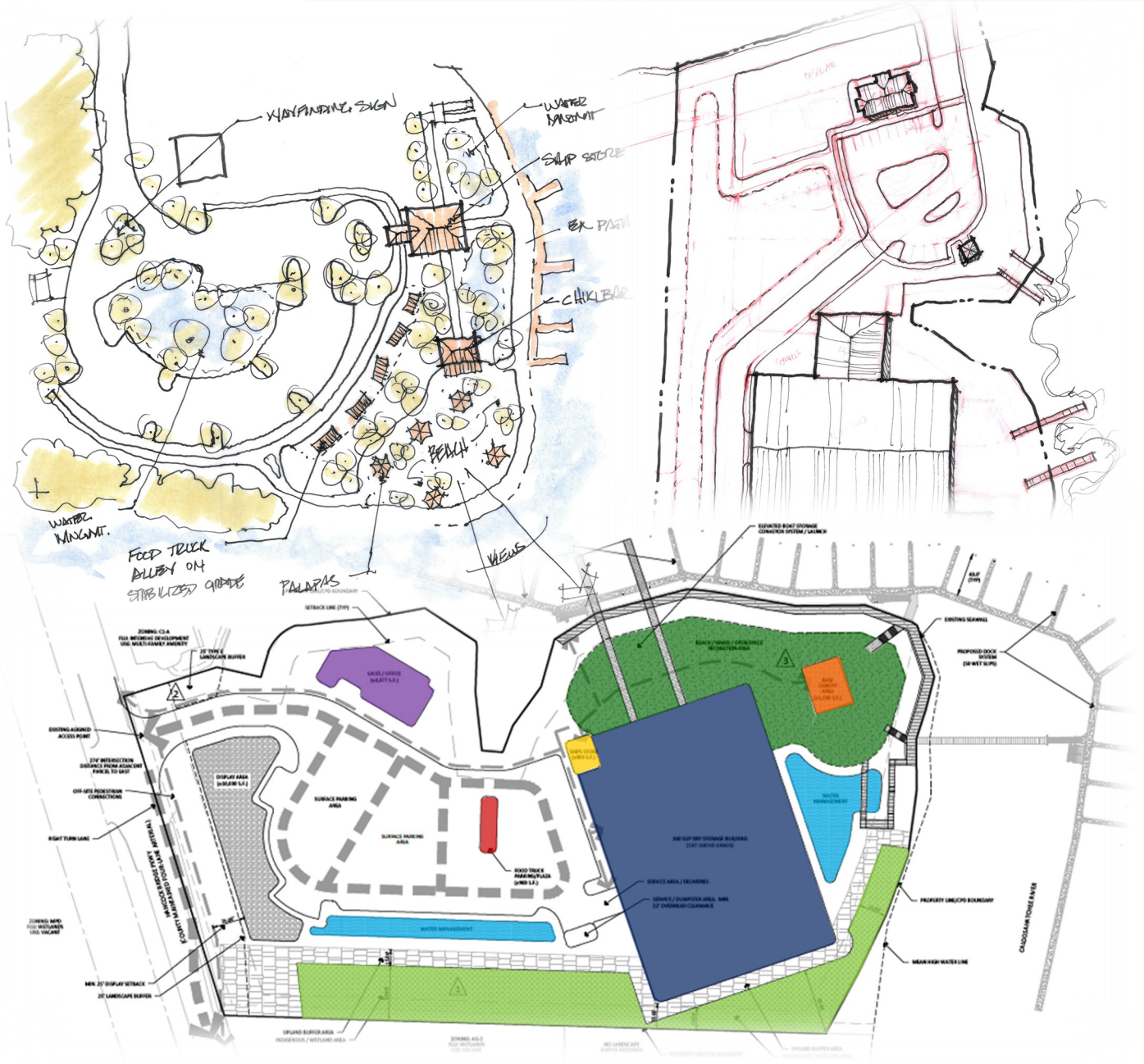
BRUMCO, LLC
1310 SE 4th Terrace
Cape Coral, FL 33991

North Fort Myers

± 5.53 ACRES

2023-2025

Cabana Cove's Concept Plan showcases compliancy with the Lee County Manatee Management Plan, wetland preservation, a Marina Management Plan, and prospective compliance with the Florida Department of Environmental Protection's Clean Marinas Certification. With the inclusion of bicycle and pedestrian facilities, the marina offers multi-modal transportation accommodations to reduce carbon emissions to promote resiliency and accessibility. The mixed-use style of the property, its water-, automobile-, and pedestrian-based facilities, and close proximity to residential development lends itself to sustainability, reducing automobile dependency, enhancing the local economy, and fostering a vibrant community.



The Collaboratory

Client/ Contact:

Southwest Florida Community Foundation
8771 College Parkway, Bldg 2, Suite 201
Fort Myers, FL 33919

Fort Myers

± 2.5 ACRES

2018

The Collaboratory is a well known gem in the Town of Fort Myers whose redevelopment sparked the beginning of numerous key redevelopment projects within the Town. The Collaboratory's origins as a historic train station in an established neighborhood required careful consideration be given to appropriate measures for redevelopment, including working with a defined structure in the midst of recreating a lively landscape that enhances the history and character of the site.

One of the major challenges in redeveloping the site required planning for future patrons despite limited parking areas. Multi-modal efforts were at the forefront of the plans with inclusion of bicycle paths and racks and preparation for future charging stations, ensuring sustainability through the inclusion of solar trees.

Barefoot Beach

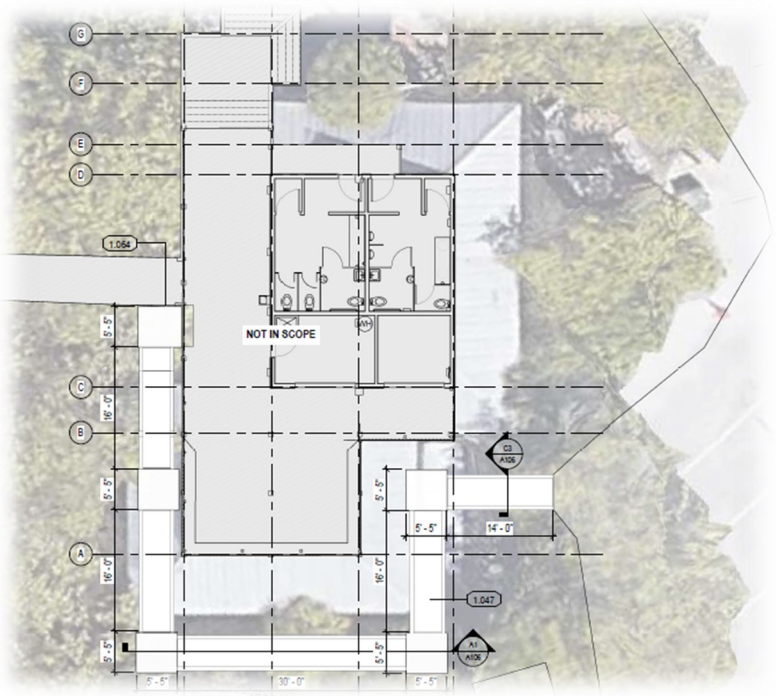
Client/ Contact:

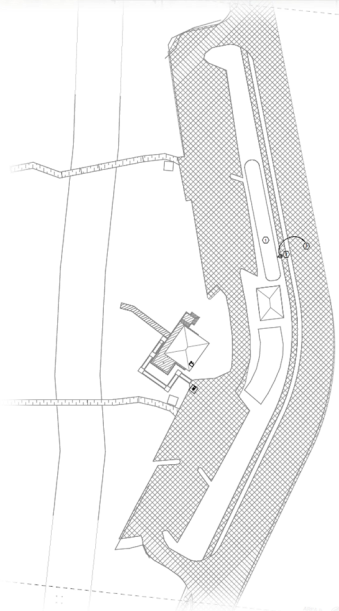
Collier County
2800 N. Horseshoe Drive
Naples, FL 34104

Collier County

2025

Located on the southern part of Bonita Beach in unincorporated Collier County, Barefoot Beach is currently being restored. The scope of the project is to re-condition three (3) beach access points along Barefoot Beach, returning it to conditions prior to hurricane impacts. Plans include parking lot repaving, inclusion of an ADA-compliant ramp, installation of a Mobi mat to promote accessibility. RG Architects will be providing comprehensive architectural, structural, mechanical, electrical, plumbing, civil, geotechnical, and landscape architecture efforts in line with resilient measures to support the project.





SUBJECT SITE

NEWTON BEACH PARK

Newton Beach Park is located on Estero Boulevard, a county-maintained arterial roadway on Estero Island, making it a coastal location with special needs. It is one of the many impacted areas from Hurricane Ian, signifying the need for resilient infrastructure in Southwest Florida. Named after island resident Jim Newton, the site has historical background that is upheld by the restored Seven Seas Cottage located on site. Newton Beach Park is therefore in a unique position to educate, providing regional and cultural importance, while simultaneously providing recreational activities to the public and conserving the region's natural resources. With all of this in mind, the environmental conditions of the site, as well as the historical importance, provide an opportune location for local residents and tourists, boosting the wellbeing of the community while acting as a cultural center for the island's rich history.

PLANNING PROCESS

FACILITY RECONSTRUCTION

As a part of Facility Design and Engineering, the team will develop ADA-compliant and sustainable plans for a new and elevated public space. The plans will include an environmental and educational center, historical and educational components which honor the former Seven Seas Cottage, and accessible public restrooms. As a part of the Final Engineering Design and Permitting stage, architectural, structural, mechanical, and electrical designs will be developed. Additionally, all required permits from the Florida Department of Environmental Protection, local agencies, and environmental regulators will be secured.

PROCUREMENT AND CONSTRUCTION ADMINISTRATION

Pre-Construction Services include assisting the Town in preparing construction and procurement documents and evaluating contractor bids and proposals. The team will also provide a detailed Opinion of Probably Construction Costs (OPCC) and conduct pre-bid meetings with responses to bidder inquiries.

CONSTRUCTION OVERSIGHT AND QUALITY ASSURANCE

For Construction Phase Services, the team will conduct regular site inspections and progress reports to monitor construction activities for compliance with approved designs, specifications, the project schedule, FEMA flood evaluation standards, and environmental mitigation plans. Throughout this process, any construction modifications and approvals will be addressed as required.

POST-CONSTRUCTION AND PROJECT CLOSEOUT

Prior to project closeout, all punch list items will be addressed, and compliance with CDBG-DR closeout reporting requirements will be assured. Final inspections and testing will be carried out, specifically final walk-through inspections with Town representatives and regulatory agencies. At project completion and documentation, all final reports, warranties, and maintenance documentation will be submitted.

COMPLIANCE REQUIREMENTS

Throughout the project completion, the team will ensure the work complies with FEMA flood evaluation standards, flood-resistant design guidelines, CDBG-DR regulations, DBRA for wage compliance, ADA accessibility requirements, Florida Building Code, local permitting requirements, HUD green building standards and energy efficient guidelines, and NEPA and related environmental laws.

IMPLEMENTATION MEASURES

COST CONTROLS

The success of any project, public or private, can usually be evaluated by the overall cost of the project compared to initial budget at completion. We strive to ensure that cost controls are at the core of our design approach. We believe strongly in balancing form and function throughout project timeline. At the start of each project, we will work with Town Staff to identify project budget for construction and assess and update those costs throughout each phase of the project. By promoting continual and systematic cost management and monitoring to compare actual costs incurred against targeted budget numbers, we can ensure successful project outcomes. Cost management processes start with the establishment of budgets based on actual estimates for related work. They need to align with scope and quality requirements and be based on realistic, current market conditions.

CHANGE ORDERS

Change orders on any project can be reduced by improving collaboration between team members earlier in a project's development, increasing visibility among stakeholders to the information that could impact project cost and schedule, and implementing a tight process to manage change. The project management software we use greatly enhances our ability to manage cost, schedule and change, and as projects grow in size and complexity, it is the only way to efficiently execute these initiatives. Due to our initial steps we take within our project methodology, we are able to minimize change orders except in instances with a change of scope.

ERRORS AND OMISSIONS

Errors and omissions in construction documents occur on just about every project. The unique nature and complexity of the design process and building world is the common explanation for these mistakes. People make mistakes, and generally the more complex the undertaking, the more likely it is that errors will occur. EnSite utilizes our five step approach when potential errors and omissions occur on a project:

- Define the Problem
- Determine the Causes - if it is in fact a mistake by our team, we correct the documents at our cost.
- Generate Ideas
- Select the Best Solution
- Take Action

While we carry the required professional liability insurance, we have been fortunate in avoiding claims.

IMPLEMENTATION MEASURES CONTINUED

COMMUNICATION

Communication isn't just about answering questions and providing updates, for us it's also about asking questions. Communications are a two-way street, and we have found that engagement with stakeholders is the best antidote for successful outcomes. We believe that everything we do when managing a project is partially if not entirely a communicative process. Communication Planning is a way to communicate the path through time to complete a series of tasks. Different projects, of course, demand different means of communications. For us, the first step is determining the stakeholders. We like to include identified stakeholders, so they can approve or comment. This will help to keep them in the loop and the team focused on the project at hand.

BUDGETING

At the start of every project, a financial tracker is created to estimate the time associated with each task in the scope as well as which EnSite team members will be participating in the project. The result is a sophisticated tool tying key project milestones with a budgeted amount. By utilizing a financial tracker, the EnSite team is able to monitor the project's progress through a fiscal lens, making us proactive in preventing potential scope creep.

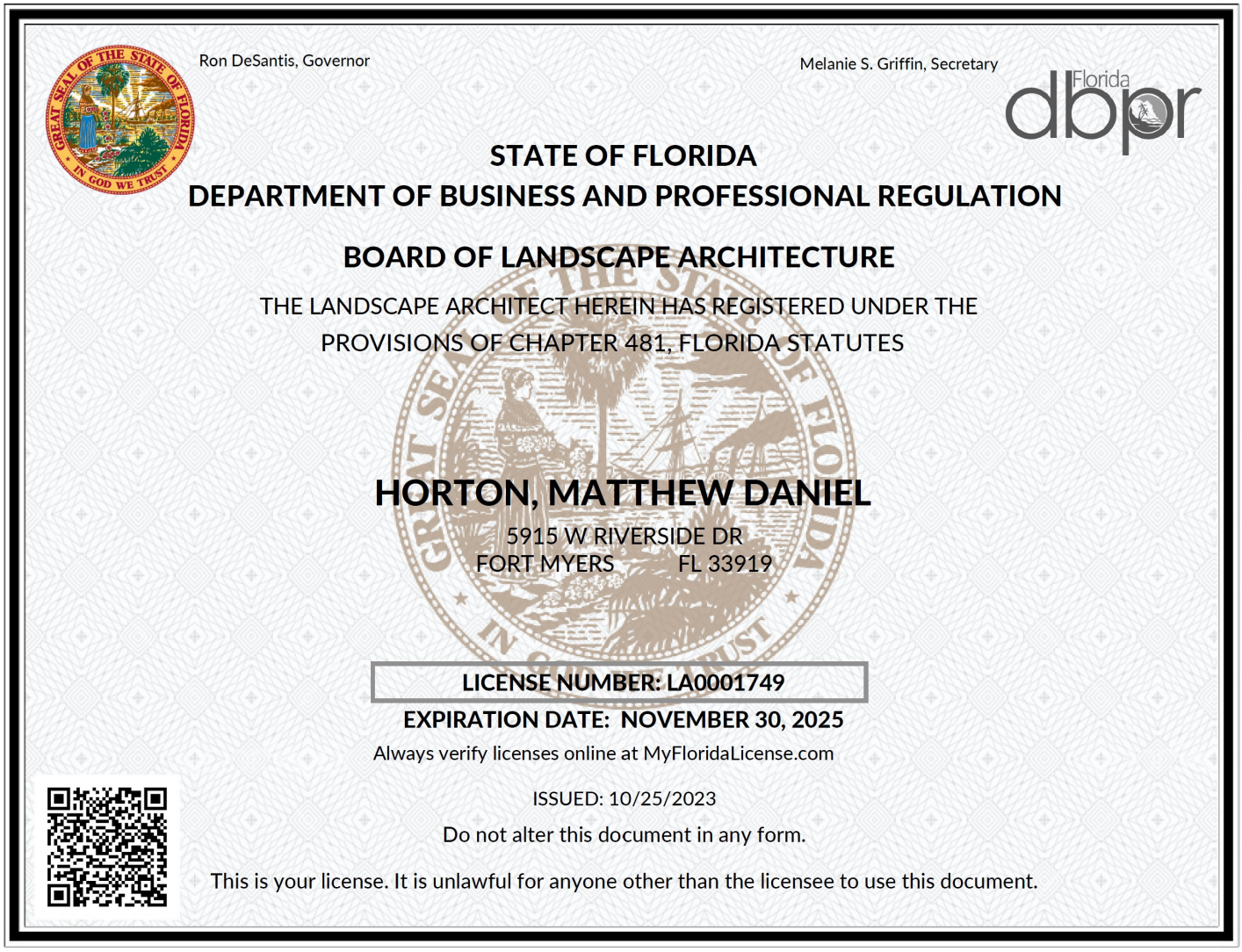
QUALITY CONTROL

Quality control is assured through various key points throughout a project's lifetime—these can be represented by major project milestones such as a community presentation. Prior to any major milestone being achieved, the methodology for the deliverable is established and reviewed by the Principal, Brian Smith. Once the methodology is established, a deliverable's internal review is conducted by Director of Landscape Architecture and Urban Design, Matt Horton prior to being distributed to the project team for feedback. Once team feedback is provided, the deliverable is then sent to Town staff for comments.

SCHEDULE

From the very beginning, our team will focus on schedule management to avoid project delays as there is a potential for cost increases from market conditions when deadlines are not met. Schedule management interfaces directly with scope, cost, and quality optimization where team member roles and activities must be defined, coordinated, and continually monitored. We will create a project management plan at the start of every project in order to provide documents and oversight tasks that are updated throughout the project as changes occur. The plan includes definition of program goals, technical requirements, schedules, resources, budgets, and management programs. While the software is a valuable tool, continuous updates and reporting of the project status are the keys to making a project successful. Below is a draft schedule outlining the major components and target deadlines for the redevelopment of Newton Beach Park.

	Task Name	Duration	Start	Finish	Predecessors
1	Kick-off Meeting	1d	12/01/25	12/01/25	
2	**Park Design & Engineering**	**84d**	**12/02/25**	**02/23/26**	**1**
3	Topographical survey kick-off	4w	12/02/25	12/29/25	
4	Newton Beach Park Design Layout	4w	12/30/25	01/26/26	3
5	Engineering Design	12w	12/02/25	02/23/26	
6	**Pre-Construction**	**49d**	**02/24/26**	**04/13/26**	**2**
7	Prep OPCC	2w	02/24/26	03/09/26	2
8	Bid Evaluation and Contractor Selection	4w	03/10/26	04/06/26	7
9	Contractor Selection Recommendations	1w	04/07/26	04/13/26	5, 7, 8
10	**Construction Oversight**	**90d**	**04/14/26**	**07/12/26**	**6**
11	Monitor and CEI Services	90d	04/14/26	07/12/26	9
12	Site Inspections and Progress Plans	90d	04/14/26	07/12/26	9
13	**Post-Construction**	**42d**	**07/13/26**	**08/23/26**	
14	Final Inspections & Walk-Throughs	3w	07/13/26	08/02/26	12
15	Finalize As-built Plans	6w	07/13/26	08/23/26	12



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HORTON, MATTHEW DANIEL

5915 W RIVERSIDE DR
FORT MYERS FL 33919

LICENSE NUMBER: LA0001749

EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 10/25/2023

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AICP

This certificate hereby qualifies

Cindy Leal Brizuela

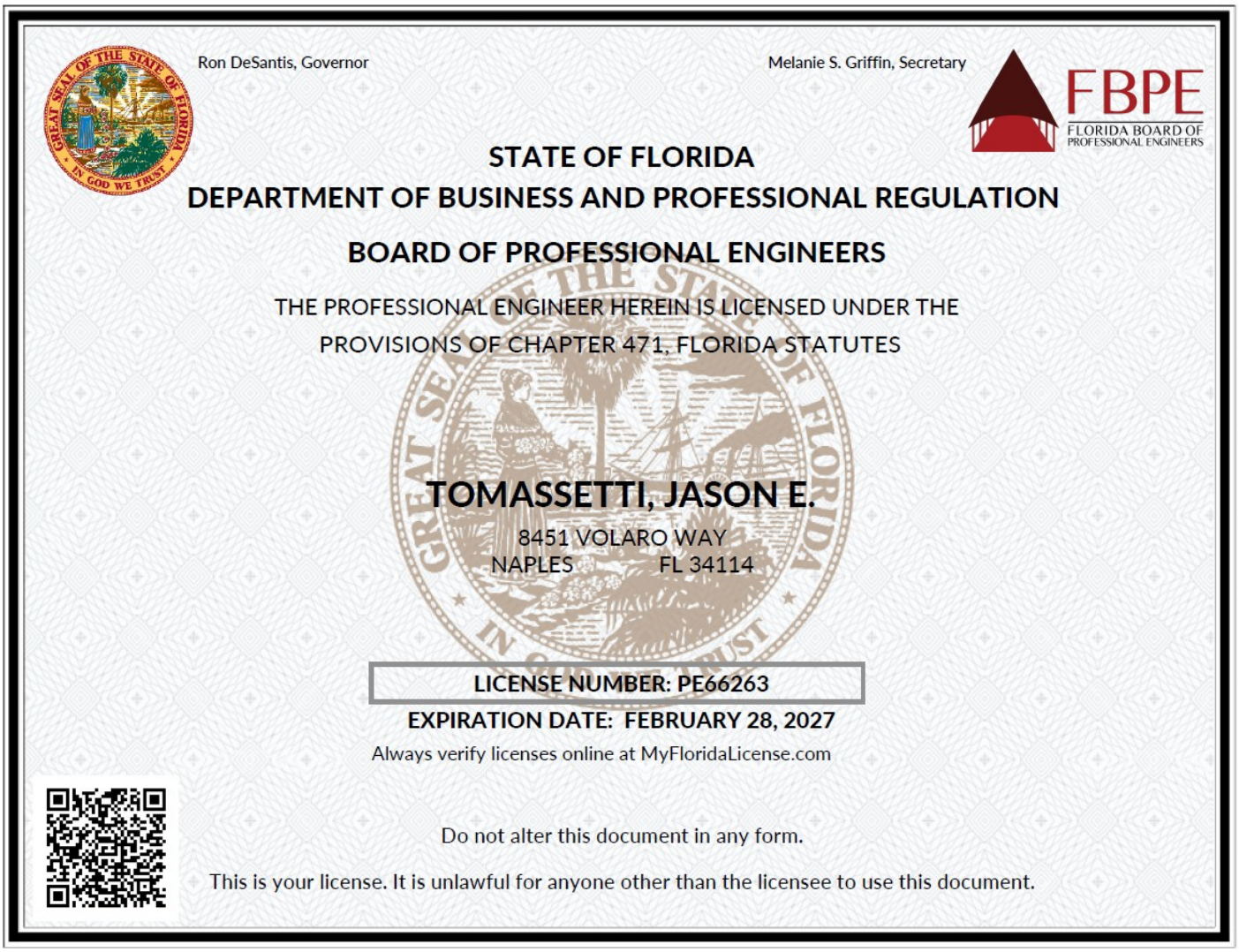
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 36477

Joel Albizo, FASAE, CAE
Chief Executive Director

Erin Perdu, AICP
President

AICP
American Institute of Certified Planners
Creating Great Communities for All



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TOMASSETTI, JASON E.

8451 VOLARO WAY
NAPLES FL 34114

LICENSE NUMBER: PE66263
EXPIRATION DATE: FEBRUARY 28, 2027
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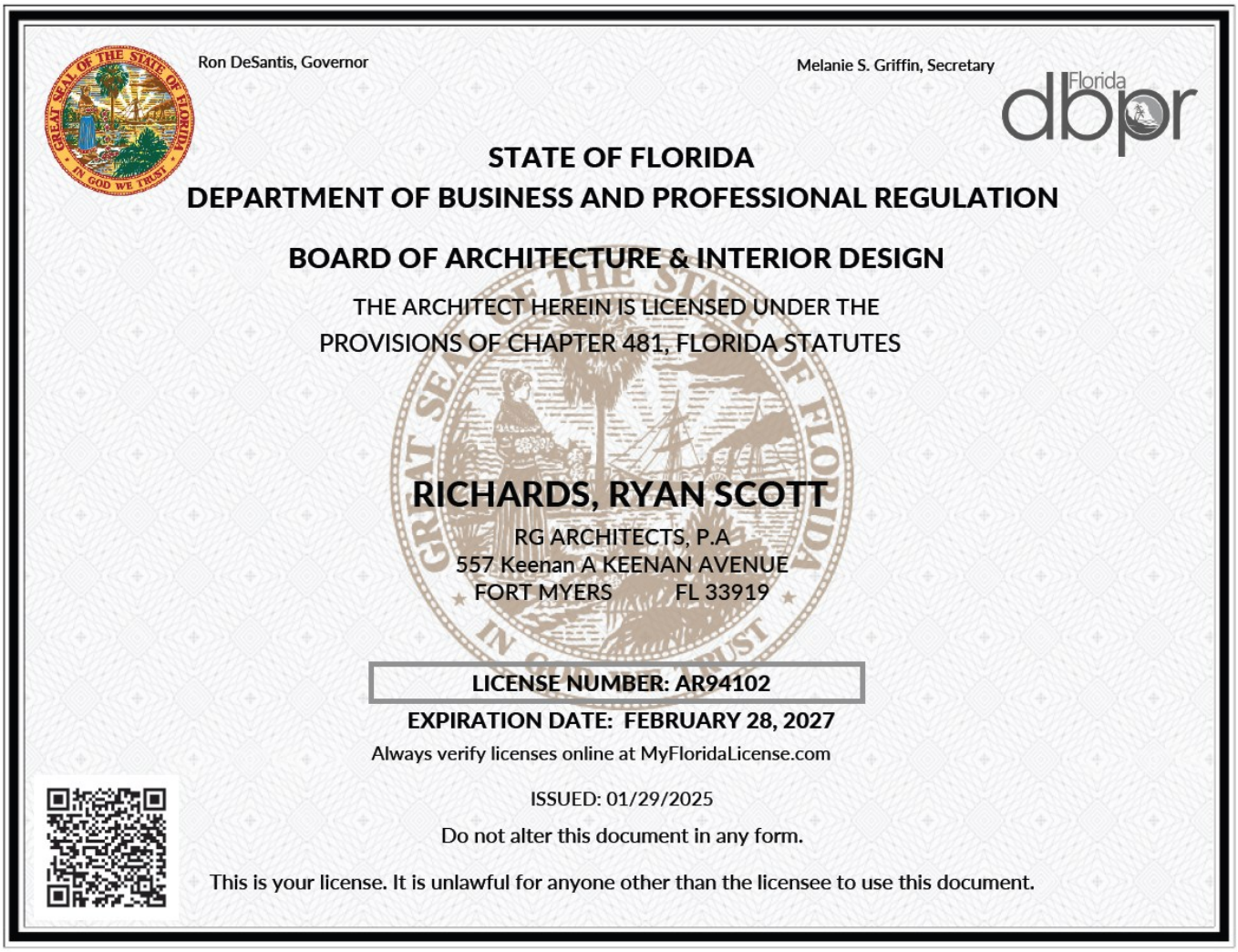

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

RICHARDS, RYAN SCOTT

RG ARCHITECTS, P.A
557 Keenan A KEENAN AVENUE
FORT MYERS FL 33919

LICENSE NUMBER: AR94102

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/29/2025

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State of Florida

Minority Business Certification

RG Architects, P.A

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/29/2025 to 01/29/2027

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

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 9, 2025

EXTENSION

DUE DATE HAS BEEN EXTENDED TO 10/23/2025 AT 9:00 AM LOCAL TIME

OPENING HAS BEEN MOVED TO 10/23/2025 AT 9:30 AM LOCAL TIME

EnSite, Inc.

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 2**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 17, 2025

Clarification

For this Request for Qualifications, please disregard Section B. Responders Format (pg. 8), where it lists Compensation and Form C as a requirement or any reference to submit compensation or Form C. Compensation is also listed as an evaluation criterion in Section H. Evaluation Method and Criteria (pg. 10), but is a clerical error and will not be used in evaluating.

Do not include Form C or compensation in response to the Request for Qualifications.

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 "Has the firm

worked for other governmental entities, particularly municipalities?," 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 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.

9. Would the Town remove Compensation and Form C from this RFQ to comply with CCNA? Pursuant to FL Statute 287.055 Section (4) Competitive Selection, "the agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5)" (Competitive Negotiation). This clause is also referenced on page 10 of the RFQ in Section G. Consultant's Competitive Negotiation Act (CCNA). During the last RFQ release, the Town released an Addendum clarifying to write N/A on Form C. Please advise if it is acceptable to do so again.

   - See Clarification above.

EnSite, Inc.

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

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: Lorie Frost	
Brown & Brown Insurance Services, Inc. 9617 Gulf Research Ln Suite 202 Ft. Myers FL 33912		PHONE (A/C, No, Ext): (239) 261-3000	FAX (A/C, No): (239) 261-8265
		E-MAIL ADDRESS: Lorie.Frost@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A : Ohio Security Insurance Company	24082
Ensite Inc 2401 First St Ste 201 Fort Myers FL 33901		INSURER B : The Ohio Casualty Insurance Company	24074
		INSURER C : FFVA Mutual Insurance Co.	10385
		INSURER D : Lloyd's of London	
		INSURER E :	
		INSURER F :	

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:			BLS55895376	02/11/2025	02/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Schedule Mod Factor 1	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS55895376	02/11/2025	02/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			USO55895376	02/11/2025	02/11/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC840-0034344-2025A	08/01/2025	08/01/2026	[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
D	Professional Liability - Claims Made			ANE558224025	08/22/2025	08/22/2026	Each Claim Aggregate Deductible	$2,000,000 $2,000,000 $20,000

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

CERTIFICATE HOLDER

Brian R. Smith
2401 First St Ste 201
Fort Myers FL 33901

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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Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Type(s) of Work (code): 103, 106, 107, 111

Firm Name: EnSite, Inc.
(As registered with Florida Secretary of State)

Address: 2401 First Street, Suite 201

City, State, Zip Code: Fort Myers, FL 33901 County: Lee

Telephone: 239-226-0024 Fax: 239-226-0094 Web-site: https://en-site.com/

Contact Person: _____ E-mail: _____

Name of Parent Company (if applicable): _____

Address: _____

Type of Firm: Corporation X Partnership _____ Individual _____ Other _____

If Corporation: Date Incorporated: 06/29/2005 State Incorporated: Florida

Date Authorized in Florida: _____ Name of President: Brian R. Smith

If Partnership: Date organized: _____ Type: General Limited Other

Name(s) of Partner(s): _____

_____

Florida Secretary of State Document No.: 3565767

Florida State Board Professional Engineer's Certificate No.: PE66263 Date: _____

Firm Name: EnSite, Inc.
(As registered with Florida Secretary of State)

Federal Employer Identification No. 20-3094339

Blanket Professional Liability Insurance: (Yes) No Amount: $1,000,000

Policy No.: ANE558224025 Company: Lloyd's of London

Attach a copy of certificate showing policy number, company, amount and expiration date.

Request for Qualification Submittal for Professional Consultants

Does your firm have a CADD system? (Yes) No Type: AutoCAD Civil 3D

Does your firm have a GIS system? (Yes) No Type: ESRI GIS (ArcMap) & QGIS

CERTIFICATION

I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida. I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Town of Fort Myers Beach and filed in case no(s) _____ (if not applicable, enter N/A) with the Clerk of Agency Proceedings. I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act.

Signature	President/Principal Title	10-21-2025 Date

List of Branch Offices in Florida

Please include address, city, zip code, county, contact person, telephone number and e-mail address.

2401 First Street, Suite 201
Fort Myers, FL 33901

Brian R. Smith
239-226-0024
BrianS@en-site.com

QUALIFICATION FOR TYPE OF WORK

Name of Firm: EnSite, Inc. **Date:** 10/20/2025

Code: 103,106, 107,111 **Type of Work:** Stormwater, Landscape Architecture, Community and Neighborhood Improvements, Civil Engineering

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Brian R. Smith	Cape Coral		35	Project Manager, Principal
Matthew D. Horton, RLA	Fort Myers	LA0001749	35	Urban Design and Landscape Architecture
Jason Tomassetti, PE	Marco Island	PE66263	21	Civil Engineer
Cindy C. Leal Brizuela, AICP, MURP	Weston		10	Land Use Planning & GIS

SAMPLE - AGREEMENT FOR
FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES
NEWTON PARK BEACH FACILITY RECONSTRUCTION

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 AECOM Technical Services, Inc. ("Consultant"), whose address is 4415 Metro Parkway, Suite 404, Fort Myers, FL 33916.

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 25-11-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-25-11-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:	Brian R. Smith	Name:	
Title:	President	Title:	Town Manager
Address:	2401 First Street Suite 201 Fort Myers, FL 33901	Address:	6231 Estero Blvd Fort Myers Beach, FL 33931
Telephone:	239-226-0024	Telephone:	(239)

Facsimile:		Facsimile:	(239)
Email:	brians@en-site.com	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 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: EnSite, Inc.

Signature

Print Name Brian R Smith

Date 10-21-2025

EXHIBIT H
CDBG-DR SPECIAL TERMS AND CONDITIONS

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

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 FLORIDA **OF** **FLORIDA**
COUNTY OF [LEE]

BRIAN R. SMITH
BEFORE ME, the undersigned authority, personally appeared **[Name]**, who, being first duly sworn, deposes and states as follows:

PRESIDENT ENSITE, INC
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. ENSITE, INC
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. ENSITE, INC
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 BRS of Affiant]
[Printed BRIAN R. SMITH Name]
[Title] PRESIDENT
[Company Name] ENSITE, INC

Sworn to (or affirmed) and subscribed before me this 21 day of October, 2025 by BRIAN SMITH **[Name of Affiant]**, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[Seal]

My Commission Expires: 11/13/27

AFFIDAVIT PURSUANT TO ANTI-HUMAN TRAFFICKING SECTION 787.06, FLORIDA STATUTES

(Anti-Human Trafficking Certification)

STATE OF FLORIDA
COUNTY OF [Lee]

BEFORE ME, the undersigned authority, personally appeared **[Name]**, who, being first duly sworn, deposes and states as follows:

1. I am the ~~**[Title]**~~ PRESIDENT of ~~**[Company Name]**~~ EnSite, INC, 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]**~~ EnSite INC. 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]**~~ EnSite INC 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] RRS
[Printed Name] Brian R. Smith
[Title] President
[Company Name] EnSite, INC

Sworn to (or affirmed) and subscribed before me this 21 day of October, 20 25, by **[Name of Affiant]** Brian Smith, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[Seal]

Notary Public State of Florida
Brent M. Gibson
My Commission HH 452245
Expires 11/13/2027

My Commission Expires: 11/13/27

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: 10-21-25

Signature

STATE OF FLORIDA

BRIAN R. SMITH / PRESIDENT
Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21 day of OCTOBER, 2025, 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]

Notary Public State of Florida
Brent M. Gibson
My Commission HH 452245
Expires 11/13/2027

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: EnSite, Inc

Date: 10-21-25

Signature

STATE OF Florida

Brian R. Smith / President
Name/Title

COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2025, 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]

Notary Public State of Florida
Brent M. Gibson
My Commission HH 452245
Expires 11/13/2027

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 TOWN OF FORT MYERS BEACH
(print name of public entity)

by BRIAN R. SMITH / PRESIDENT
(print individual's name and title)

for EASITE, INC
(print name of entity submitting sworn statement)

whose business address is 2401 FIRST STREET
SUITE 201
FORT MYERS, FL 33901

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-3094339 (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.

Date: 10.21.25

Signature

STATE OF FLORIDA

BRIAN R. SMITH / PRESIDENT
Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical
presence or ☐ online notarization, this 21 day of OCTOBER, 2025, 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]

Notary Public State of Florida
Brent M. Gibson
My Commission HH 452245
Expires 11/13/2027

_____
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 : EnSite, INC

Date: 10.21.25

Signature Brian R. Smith

STATE OF Florida

Brian R. Smith / President
Name/Title

COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2025, 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]

Notary Public State of Florida
Brent M. Gibson
My Commission HH 452245
Expires 11/13/2027

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: Newton Beach Park Facilitiy Reconstruction

I, the undersigned, BRIAN R. SMITH, am an employee of EnSITE, INC, 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: 10-21-25

Signature

STATE OF FLORIDA

BRIAN R. SMITH / PRESIDENT
Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2025, 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]

Notary Public State of Florida
Brent M. Gibson
My Commission HH 452245
Expires 11/13/2027

Signature, Notary Public

J.R. EVANS ENGINEERING

Letter of Transmittal

J.R. EVANS ENGINEERING

Project Number and Name
RFQ-25-17-AD
Fort Myers Beach Engineering & Architectural Services

Newton Park Beach Facility Reconstruction

Firm Name and Address
JR Evans Engineering, PA
9961 Interstate Commerce Dr., Ste.230
Fort Myers, Florida 33913
239.405.9148

Contact Person
Elizabeth Fountain, PE, CFM
elizabeth@jreeng.com
239.405.9148

October 16, 2025

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Re: **RFQ-25-17-AD: Fort Myers Beach Engineering & Architectural Services - Newton Park Beach Facility Reconstruction**
Letter of Transmittal

To Whom It May Concern,

The Town of Fort Myers Beach and Florida's Gulf Coast have faced unprecedented challenges in recent years, particularly with the major hurricane events of 2022-2023, whose impacts continue into 2025. These events have created both immediate and long-term challenges for the Town, including financial uncertainties and budget constraints. Despite these challenges, the Town of Fort Myers Beach remains committed to maintaining the highest level of service in fulfilling its mission to protect human health and the environment. Achieving this mission requires the support of highly qualified professional consultants with a proven track record of success, innovative solutions, and a commitment to resilience. Our team stands ready to be that trusted partner, providing the expertise and forward-thinking strategies needed to help the Town of Fort Myers Beach thrive in an uncertain future.
JR Evans Engineering, P.A., understands that the Town's goal with this important project is to revitalize the Newton Park Beach Facility property with a focus on resiliency and innovation to provide spaces for education, passive recreation, enhanced environmental benefits and community engagement**.**

Headquartered in Fort Myers, Florida, with a satellite office in Sarasota County, ***JR Evans Engineering, P.A.*** has supported coastal infrastructure and resilience projects for coastal communities across the State of Florida for the past 15 years. We are pleased to submit this response to Solicitation RFQ-25-17-AD to serve the Town with the Newton Park Beach Facility Reconstruction contract. We are a Florida Corporation founded in August 2010 by Joshua R. Evans, P.E. The firm consists of five principals: Joshua Evans serving as President; Elizabeth A. Fountain, P.E., CFM as Senior Vice President and Director of Floodplain Management and Stormwater Design; Christopher Mitchell, P.E., Chief Operating Officer; Brandon Frey, P.E., Vice President, Director of Land Development Engineering; and John Vanni, P.E., Vice President, Market Manager Florida Suncoast Region.

JR Evans Engineering, P.A. provides comprehensive civil engineering consulting including land development design and entitlement, drainage studies, utility infrastructure design and permitting, floodplain management services, as well as regulatory compliance. Our team provides a particular expertise with water resources related projects including hydrologic restoration design and permitting projects, water quality improvement design, watershed studies, assessments of flood risk to properties (coastal and riverine), civil engineering design of infrastructure projects, local Development Order Permitting, FDEP CCCL Permitting, FEMA Permitting and resiliency-based improvement projects to reduce impacts and risks.

For this important public benefit project, we have assembled a team of our key personnel in the field of civil engineering, coastal flood risk modeling, risk assessments, GIS data collection and processing, and utility and stormwater infrastructure design and permitting. Our Project Team includes the expertise of key personnel who provide a comprehensive understanding of the steps needed to evaluate the data, prepare finalized

infrastructure design, determine the optimal design for the project elements, effectively facilitate the needed permitting and provide engineering support during the construction phase. ***JR Evans Engineering, P.A.*** offers the Town of Fort Myers Beach a diverse, talented team with broad experience and expertise in a variety of assessment, design and mitigation driven projects with a completely Florida-based team. Specifically, our project team includes the local expertise of the key personnel with Pennoni Associates, with natural resources and ecological assessments to support the final analysis of environmental conditions and potential enhancements and support the environmental permitting for this project. In addition, our team includes the experts of GMA Architects providing architectural design and expertise with public parks and other municipal facilities within the local area. We are submitting qualifications, experience, approach, and personnel for the project tasks listed in the solicitation that shall be performed under this agreement. Based on the team's expertise with projects involving architectural expertise with public facilities, water resources, coastal flood risk studies, risk assessments, strategic mitigation design, local knowledge, environmental permitting, and team management skills, we believe that the ***JR Evans Engineering, P.A.*** team is well qualified to serve the Town with the professional services tasks outlined in this contract.

Provided within the following sections of this submittal, are the specific response items requested in the Request for Qualification with detailed information about ***JR Evans Engineering, P.A.'s*** project team, relevant experience of past projects and our approach to the project involved with this contract.

Furthermore, we are stating that the contents of this submittal are true and accurate and have been signed by the individual who will have contract authority over the project, Ms. Elizabeth A. Fountain, P.E., CFM. ***JR Evans Engineering, P.A.*** will meet the insurance requirements of the provided Professional Services Agreement and will execute the provided Professional Services Agreement with the Town of Fort Myers Beach, Florida.

We are committed to continuing our support of protecting Florida's coastlines and are passionate about making where we live and work a special place. The ***JR Evans Engineering, P.A.*** team has the local understanding to implement our technical expertise and deliver the requested professional services in a timely and cost-efficient manner.

We value our relationship with the Town of Fort Myers Beach – a relationship built on integrity, working with knowledge to meet your needs, and listening to provide ***unparalleled solutions.*** We welcome the privilege of continuing to be a member of your team and furthering our relationship with the Town. If you have any questions or comments regarding our qualifications, please contact us at 239-405-9148.

Thank you for your consideration of our team for this Contract.

Sincerely,

Elizabeth Fountain, P.E., CFM
Senior Vice President

Please see the outline below of the individuals authorized to make representation for and on behalf of JR Evans Engineering, P.A.:

Joshua R. Evans, P.E., President	josh@jrevansengineering.com
Elizabeth A. Fountain, P.E., CFM, Senior Vice President, Director of Floodplain Management and Stormwater Design	elizabeth@jrevansengineering.com
Christopher R. Mitchell, P.E., Chief Operating Officer	cmitchell@jreeng.com
Brandon Frey, P.E., Vice President, Director of Land Development Engineering	brandon@jreeng.com
John Vanni, P.E., Vice President, Market Manager Florida Suncoast Region	jvanni@jreeng.com

Title Page

THE TOWN OF FORT MYERS BEACH

REQUEST FOR QUALIFICATIONS FOR

FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES
NEWTON PARK BEACH FACILITY RECONSTRUCTION

RFQ-25-17-AD

Proposals Due: October 23, 2025
9:00 a.m. EST

Submitted by:

Contact: Elizabeth Fountain, P.E., CFM
9961 Interstate Commerce Dr. Suite 230
Fort Myers, FL 33913
239-405-9148 (p)
Elizabeth@jrevansengineering.com

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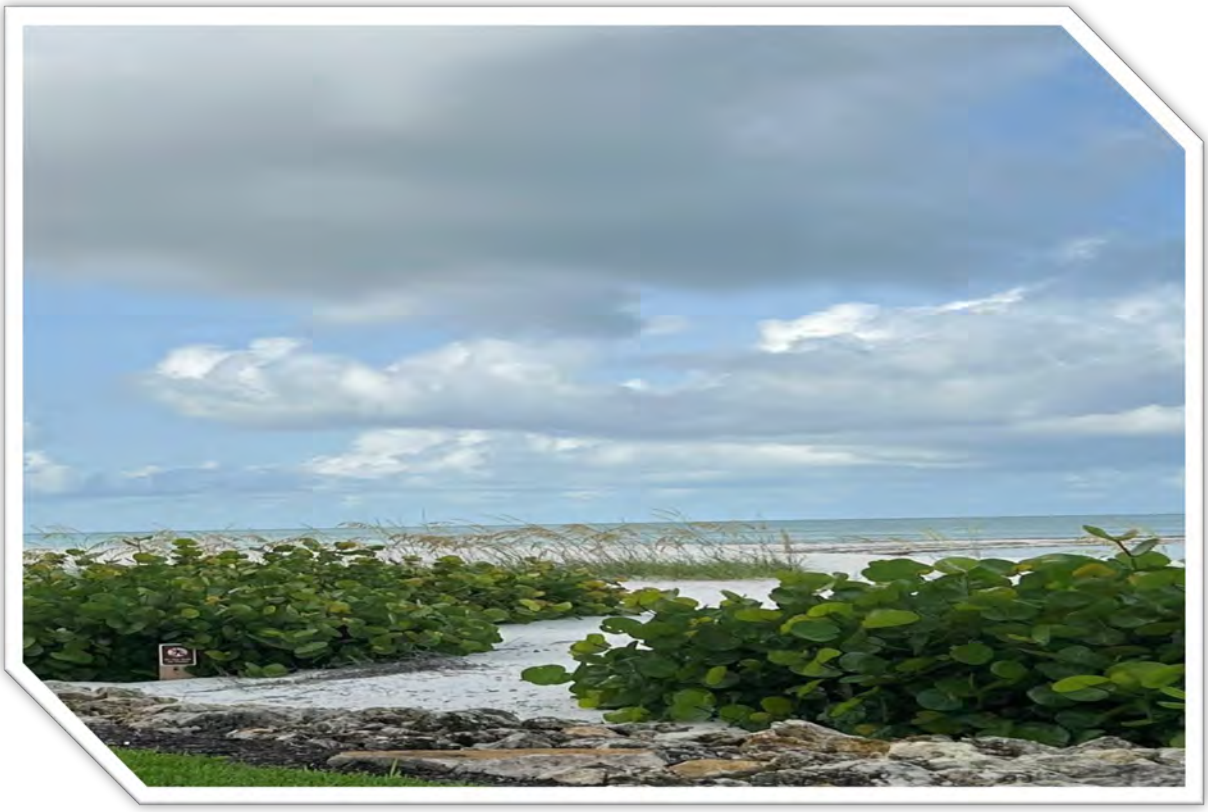

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Organization Profile and Qualifications

Organization Profile and Qualifications

JR Evans Engineering, P.A. is a Florida Corporation that was founded in August 2010 by Joshua R. Evans, P.E. The firm consists of five principals: Mr. Evans serving as President, Elizabeth A. Fountain, P.E., CFM as Senior Vice President, Christopher Mitchell, P.E., Chief Operating Officer, Brandon Frey, P.E., Vice President, and John Vanni, P.E., Vice President. The firm has one main location in Fort Myers, FL located at 9961 Interstate Commerce Dr., Suite 230 and one branch office located in Sarasota County, FL. The ideal location of the main office in southern Lee County provides our staff with a short drive to Town of Fort Myers Beach government offices and the project property. There are presently thirty-two (32) employees assigned to the Fort Myers office location and the majority of the company employees reside in Lee County, which provides familiarity with Lee County and the communities within the County, such as the Town of Fort Myers Beach.

The company has a comprehensive staff of thirty-nine (39) employees including eleven (11) Professional Engineers and Project Managers, three (3) Senior Designers, one (1) GIS Specialist, ten (10) Engineering Interns, four (4) Administrative Professionals, and one (1) field representative.

Outlined below is the physical address of the office responsible as well as the contact information for the individual serving as the Main Point of Contact for this contract:

Name and address:
JR Evans Engineering, P.A. {Tax ID # 27-3243832, S-Corp, Lee County Business Tax Receipt # 1101372}
9961 Interstate Commerce Dr., Suite 230
Fort Myers, Florida 33913

Contact person:
Elizabeth A. Fountain, P.E., CFM, Senior Vice President
239-405-9148 (p) | 239-288-2537 (f)
elizabeth@jreeng.com

JR Evans Engineering, P.A. provides comprehensive civil engineering consulting including land development infrastructure design and entitlement, drainage studies, utility design and master planning, hydrologic and hydraulic studies, floodplain management services, as well as regulatory compliance. Our staff has specific expertise and experience, providing the following services under ***JR Evans Engineering, P.A.*** since 2010: Surface Water Management Analysis, Environmental Resource Permits, Land Development Design and Permitting, Infrastructure Design and Permitting, Floodplain Analysis, FEMA Letters of Map Revisions, Coastal Consulting and Expert Witness Testimony in Civil Engineering and Floodplain Management matters. ***JR Evans Engineering, P.A.'s*** primary area of focus, passion and expertise is water resources, coastal engineering, resiliency-based mitigation projects and overall stormwater management; and this is exactly what this important contract warrants and deserves.

The firm was founded with the vision to set the company apart by providing cost-effective, personalized one-to-one service, while maintaining a high standard of professional excellence with each client and each project. This vision has become a reality reflected by the firm's repeat client relationships, referrals, and continued growth.

At **JR Evans Engineering, P.A.**, our success stems from the quality of our team. Likewise, the success of the firm selected through this RFQ will depend on the expertise and makeup of its project team. For this important public project, we have assembled experts in architecture of public facilities, hydrological and hydraulic modeling, environmental restoration, coastal flood risk modeling, climate risk assessments, landscape architecture, GIS analytics, and infrastructure design. We are well equipped to address the Town's unique challenges and opportunities. Provided below is information about the key personnel of our project team, including the sub-consultants.

JR EVANS ENGINEERING, P.A.

PRINCIPAL, SENIOR VICE PRESIDENT, DIRECTOR OF FLOODPLAIN MANAGEMENT AND STORMWATER DESIGN | ELIZABETH FOUNTAIN, P.E., CFM

Elizabeth Fountain, P.E., CFM, Senior Vice President at JR Evans Engineering, will serve as **Project Director and primary point of contact.** A licensed Professional Engineer and Certified Floodplain Manager, she specializes in stormwater management, floodplain analysis, and hydrologic/hydraulic modeling for water management systems and utility distribution. As Director of the Floodplain Management & Stormwater Design Department, she leads efforts in stormwater improvements, flood risk mitigation, coastal surge and wave impact mitigation, and coastal/riverine floodplain mapping. Elizabeth has managed key projects such as the Village of Estero Stormwater Master Plan and Lee County's Bedman Creek/Dog Canal Watershed Analysis. She has also supported multiple Community Rating System (CRS) programs under the National Flood Insurance Program (NFIP), reinforcing her expertise in flood protection and responsible water management. Elizabeth is authorized to direct, coordinate, and oversee all aspects of this project on behalf of ***JR Evans Engineering, P.A.***

PRINCIPAL, CHIEF OPERATING OFFICER | CHRIS MITCHELL, P.E.

Chris Mitchell, P.E., would serve as **Quality Control and Assurance Coordinator** for the project**.** Mr. Mitchell offers over 28 years of experience in civil engineering consulting services in the residential, commercial, institutional, and recreational development industries. He has been a licensed professional engineer for over 24 years and has over 28 years of engineering design and planning experience in single family and multi-family residential developments, commercial retail developments, commercial industrial developments, institutional developments, golf course improvements and utility master planning for water, wastewater, and irrigation. It will be his responsibility to review all design documents prior to being submitted to ensure that they meet not only the technical requirements of the project but also with our high-quality standards at ***JR Evans Engineering, P.A.***

PRINCIPAL, VICE PRESIDENT, DIRECTOR OF LAND DEVELOPMENT ENGINEERING | BRANDON FREY, P.E.

Brandon offers over ten (10) years of experience in civil engineering consulting services in the residential, commercial, recreational, and industrial development sectors. As **Project Manager for the Infrastructure**

Design and Permitting of the project, he specializes in roadway, drainage, utility, and surface water management system design, with a focus on master-planned communities and large utility expansion projects. He has a proven ability to efficiently execute projects of all sizes and is recognized for his attention to detail and ability to effectively complete project tasks. He played a key role in the civil design of The Place and Verdana Village, collaborating with Ms. Fountain on flow-way restoration and surface water management. With a strong attention to detail and project execution, his prior experience in excavation and roadway construction provides valuable insight into construction processes, earthwork, and material quantification.

PROJECT MANAGER, COASTAL ENGINEER| AUSTIN WISE, P.E.

Austin specializes in floodplain management, coastal resiliency, and hazard analysis, with expertise in coastal hydrodynamics, hydrologic and hydraulic modeling, and resilient shoreline solutions. He holds a Master's in Coastal Engineering from the University of Florida and has extensive experience coordinating with State, Federal, and municipal agencies across Florida. Austin collaborates closely with project teams and regulatory staff to ensure effective design, permitting, and construction. His knowledge of coastal processes, surge data, and coastal surge and wave related impacts will be instrumental in supporting the evaluation and potential design of shoreline protection features for this project that would enhance the resilience of the land uses and facilities within the Park.

PROJECT MANAGER | FALEESHA MUMFORD, E.I., CFM

Faleesha Mumford, E.I., CFM, Project Manager, brings over six years of experience in engineering design and floodplain management. Her expertise includes watershed analysis, hydrologic and hydraulic modeling, floodplain and floodway analysis, and coastal hazard modeling. Faleesha has led land development and infrastructure projects, coordinating with municipalities and regulatory agencies throughout design, permitting, and construction. Faleesha has successfully managed and facilitated numerous projects through the Coastal Construction Control Line (CCCL) permitting process through Florida Department of Environmental Protection (FDEP). Her experience in stormwater infrastructure, land development, and coastal projects will be invaluable to this project's scope.

HYDROLOGIC-HYDRAULIC ENGINEER | ZACHARY TAYLOR, P.E., CFM

Zachary Taylor, P.E., CFM, is a Hydrologic/Hydraulic Engineer Expert for stormwater management projects, with over nine (9) years of experience. His skills include watershed analyses, floodplain analyses (coastal and riverine), surface water management system designs, and hydraulic modeling for utility distribution systems. Zachary played an integral role with the hydrologic and hydraulic modeling for the Bedman Creek/Dog Canal Analysis and the Village of Estero Stormwater Master Plan, including the development of infrastructure improvement projects. Mr. Taylor will serve as a supporting role in the design of the surface water management system for the Park Beach Facility project to ensure that the system will provide sufficient performance for handling typical rainfall events and provide water quality treatment enhancements. He will collaborate closely with the team to ensure a clear understanding of the Town's stormwater infrastructure and natural conveyances. Zachary is skilled in working with all project team members and agency representatives to proficiently coordinate projects. Zachary's expertise with infrastructure improvement projects and deep knowledge of integrated hydraulic/hydrologic numerical models will provide the skill that this contract's scope of services requires.

GIS SPECIALIST/ANALYST/MAPPER| MEGHAN HIAN

Meghan has over five years of experience in GIS services, specializing in data processing, database creation, and spatial analysis for water resource projects. She is proficient in LiDAR data processing, hydrological parameter analysis, and mapping while ensuring compliance with industry guidelines. Meghan's expertise in organizing and utilizing localized GIS data will be instrumental in the Background Data Collection phase, ensuring a comprehensive and accurate dataset for the final design and permitting process through the State and local agencies.

NFIP/CRS CONSULTANT & PUBLIC OUTREACH COORDINATOR | JIM VONRINTELN, MA, FPEM, CEM, CFM

Jim VonRinteln, MA, FPEM, CEM, CFM, will serve as NFIP/CRS Consultant and Public Outreach Coordinator, bringing over 35 years of experience in management, emergency management, and floodplain expertise. He has held roles as Collier County Emergency Management Operations Coordinator, Floodplain Manager, and FEMA advisor to Congress. Jim has managed emergency responses for every major disaster in Collier County since 1996 and led the Emergency Services Center, recognized for sustainability best practices at state and national levels. In this project, Jim will provide guidance on grant compliance and documentation management. Jim's role for this project also includes providing overall guidance and input during the assessment phase and during the public involvement/outreach phase to ensure that all aspects and input from the public and stakeholders are considered.

Sub-Consultant Key Personnel

GMA ARCHITECTS & PLANNERS, LLC| RAMON ACEVEDO, AIA, NCARB-PRESIDENT, PRINCIPAL ARCHITECT

GMA Architects & Planners is a Florida licensed, full services architectural, planning, interior design, and construction con-tract administration firm headquartered in Southwest Florida since February, 1981. During our more than forty years in practice, the firm has provided architectural services for a broad range public and private clients similar to the services envisioned here. These projects range in scope from modest additions, remodeling, adaptive re-use and tenant build-out projects, to programming, space planning and design for new facilities including highly specialized medical, office, and municipal projects up to 160,000 square feet and more.

As Principal Architect, Ramon Acevedo is responsible for all aspects of office and project management. He relies on his extensive background in programming, site and building design, development of construction documents, and construction administration activities to deliver the high level of customer satisfaction for which the firm is recognized. His business practices are based in honest and dependable partnerships. His hands-on leadership style instills a culture of quality at GMA that is projected in the creative design solutions, execution of construction documents, and service during construction that are the hallmarks of the firm. His leadership, vision and accountability enable the firm to deliver recognizable Architecture and true value, which is what this important project warrants.

PENNONI ASSOCIATES, INC | CATHY OLSON, M.S., CWB, CPRP / SENIOR ENVIRONMENTAL SCIENTIST AND PROJECT MANAGER-Environmental and Ecological Support

Pennoni Associates Inc. is a nationally recognized, multi-disciplinary consulting firm with over 50 years of experience and more than 1,400 employees across 35 offices nationwide including seven in Florida. The firm's Cape Coral office was specifically established to expand its environmental consulting services within the state. Pennoni's environmental team brings over 50 years of combined local expertise in evaluating and permitting projects involving Southwest Florida's sensitive natural resources. Their in-depth knowledge of wetlands, wildlife, and environmental regulations allows for early identification of permitting needs and potential constraints, helping to streamline project delivery and mitigate risks. Their longstanding relationships with local, state, and federal regulatory agencies are built on a foundation of trust, collaboration, and proven performance.

Cathy Olson, Senior Environmental Scientist, will lead the environmental efforts for this project. With 20 years of experience in Florida local government, including permitting capital improvement projects and managing parks and recreation programs. Ms. Olson offers a unique understanding of comprehensive planning, land development codes, and regulatory expectations. She will conduct field assessments, identify environmental considerations for design integration, and provide permitting strategy and coordination with agency reviewers. Her coastal experience includes the successful design and permitting of parks in sensitive environments. She is also a state-approved Imperiled Beach-Nesting Bird Monitor and has conducted multiple seasons of sea turtle monitoring. Her background in grant management ensures effective reporting and compliance with funding agency requirements. Ms. Olson will be supported by Justin Hojnacki, who will assist with permitting and grant reporting, and Betsie Hiatt, who will provide quality assurance and quality control.

The Pennoni team is currently providing environmental CEI services for the Big Carlos Pass Bridge in Fort Myers Beach and on Casey Key in Sarasota. Other recent projects include sea turtle and shorebird monitoring and oversight for Lee County on Causeway Island B (pre-Hurricane Ian), the Pine Island Road PD&E Study, and monitoring services for Pelican Landing in Bonita Springs. With deep local knowledge and a collaborative approach, Pennoni is well positioned to support the Town of Fort Myers Beach in the successful and compliant delivery of this important initiative.

iParametrics | SHANTI SMITH-COPELAND, PROJECT MANAGER-Grant Compliance/Management Support

iParametrics, LLC, although headquartered in Georgia, provides grant compliance and management support to clients across the United States, including Florida. The company specializes in emergency management, homeland security, and cost engineering, offering solutions to federal, state, and municipal clients. In Florida, iParametrics has worked with entities like the Greater Naples Fire Rescue District to manage grants related to disaster recovery and capital improvements, ensuring compliance with federal regulations. Their expertise includes developing project worksheets, managing FEMA Public Assistance processes, and ensuring eligibility for grant funding through close collaboration with agencies like FEMA and the Florida Division of Emergency Management. Should this support service be needed, Shanti will lead the efforts in grant compliance and management for the project.

PERGOLA, INC | KRISTEN PETRY, MLA & JEFF PETRY, LA/ LANDSCAPE ARCHITECTS-Landscape and Hardscape Design

Founded in 2000 by Kristen and Jeff Petry in Naples, Florida, Pergola, Inc. is a locally rooted landscape architecture firm that offers a full suite of services, including landscape design, construction, and ongoing maintenance. The firm was established with four guiding principles: to remain small and community-focused, design with site-specific intent, build and maintain their own work, and contribute meaningfully to the local community.

Pergola, Inc. is supported by a close-knit team of four in-office professionals and approximately twenty-five skilled field crew members. With a strong emphasis on relationships and continuity, many of the team members have been with the company for over a decade. Similarly, client relationships are long-standing and built on trust, with repeat engagements across generations of families and recurring partnerships with developers, engineers, and fellow design professionals. The firm's success has been driven largely by word-of-mouth referrals, underscoring their reputation for quality and reliability. Since Hurricane Ian in 2022, Kristen Petry has worked extensively with beachfront property owners and storm-impacted sites, helping to restore and rehabilitate damaged landscapes. This has included navigating complex permitting processes with agencies such as the Florida Department of Environmental Protection (FDEP), City of Naples Natural Resources Department, Collier County, Lee County, Lely Barefoot Beach, and the Town of Fort Myers Beach.

The Pergola, Inc. team brings deep experience and specialized knowledge in post-disaster landscape recovery, regulatory compliance, and resilient design. Their proven ability to deliver thoughtful, high-quality landscape and hardscape solutions—while managing permitting and construction challenges—will be a valuable asset to the Town of Fort Myers Beach for this important project.

YPC CONSULTING | NICHOLAS ARAICA, P.E. SENIOR TECHNICAL ENGINEER-Geotechnical Engineering Support

YPC Consulting Group, P.L., located in Fort Myers, Florida, is a full-service engineering consulting company specializing in geotechnical engineering, construction materials testing, and structural inspections. The company offers a wide range of services including ground improvement techniques like vibroreplacement and vibroflotation, vibration monitoring, and deep pile foundation systems. Mr. Araica will serve as Senior Geotechnical Engineer for this project, directing field investigation, evaluating subsurface conditions, and delivering geotechnical recommendations that meet regulatory requirements. YPC'S services cater to various sectors, including residential projects, and their laboratory is accredited by the Construction Materials Engineering Council (CMEC) and recognized by the Florida Department of Transportation (FDOT).

BBLS SURVEYORS, INC. | BRETT BISHOP-Survey Support

Brett Bishop, P.S.M**.** joined his long-time close professional associate, Stephen Berry, P.S.M., in creating BBLS Surveyors, Inc. Brett's goal is to provide quality customer service and survey services that reflect their commitment to accuracy. Brett offers over 43 years of survey experience, all within south Florida.

The extensive experience with surveying in south Florida and background knowledge of the BBLS Surveyors team will support the Survey and Data Collection phase of the project to ensure comprehensive account of the existing physical conditions of the property, jurisdictional boundary lines, and resolution of any identified gaps in topographic/bathymetric data .

Statement of Acknowledgement: JR Evans Engineering, P.A. understands that the project management team/key personnel assigned to this Lee County contract shall not be substituted without the expressed permission of the Town of Fort Myers Beach.

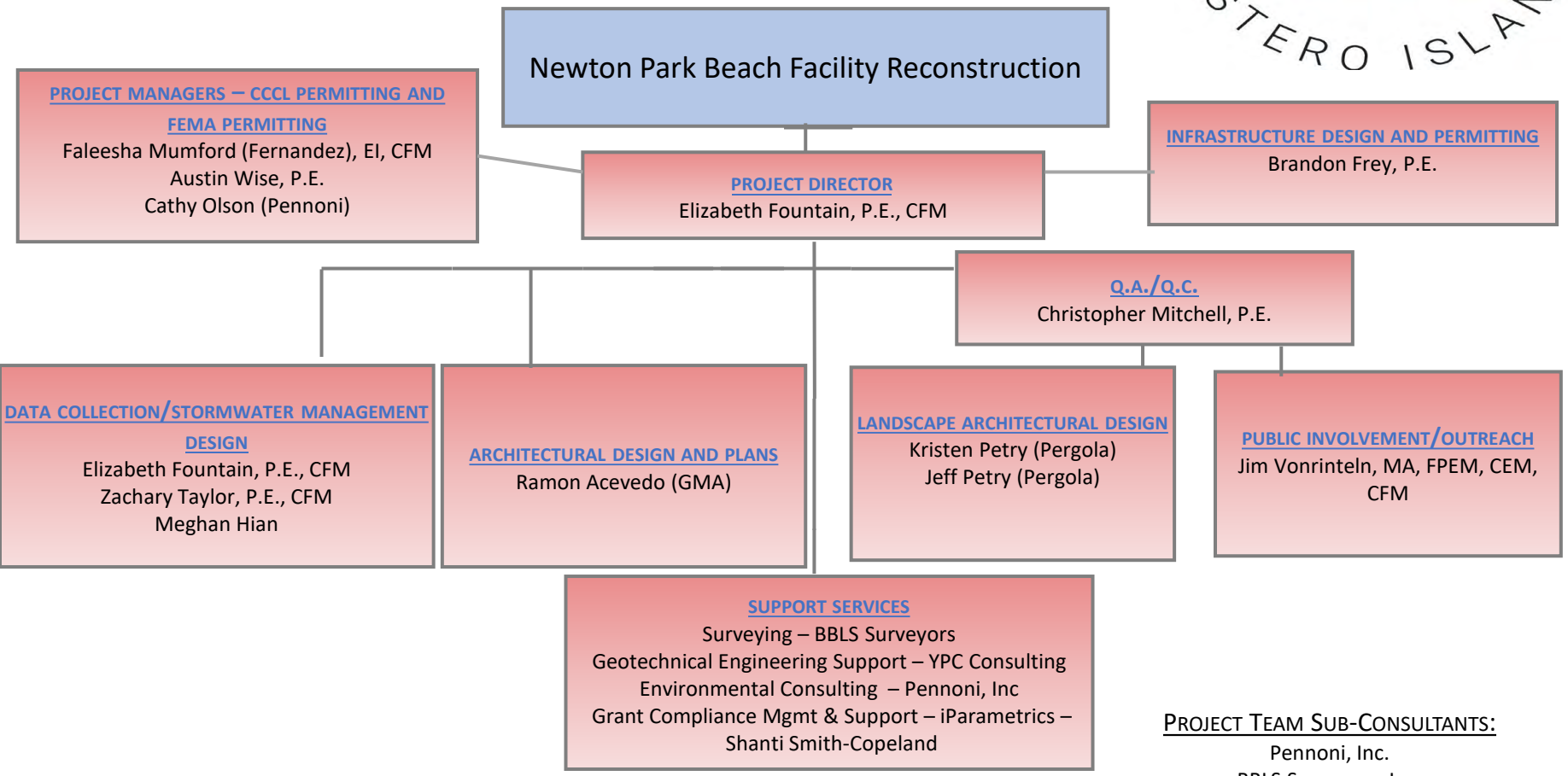
JR EVANS ENGINEERING, P.A.

Project Team Organizational Structure

For

Town of Fort Myers Beach

RFQ-25-17-AD



PROJECT TEAM SUB-CONSULTANTS:

Pennoni, Inc.
BBLS Surveyors, Inc.
Pergola, Inc.
YPC Consulting
GMA Architects & Planning, LLC.
iParametrics

ELIZABETH A. FOUNTAIN, P.E., CFM

PRINCIPAL

SENIOR VICE PRESIDENT FLOODPLAIN MANAGEMENT AND STORMWATER

Elizabeth offers over twenty years of experience in various aspects of project design, analysis, permitting, management, and review. She has experience in the design and permitting of land development projects that include residential, commercial, and industrial sites, but her focus and. extensive experience is in hydraulic modeling for surface water systems, and floodplain management analyses, both riverine and coastal. During her career, Ms. Fountain has provided professional consulting services in all aspects of civil engineering and floodplain management projects to public and private sector clients. As Director of our Floodplain Management and Stormwater Design department, Ms. Fountain specializes in services related to flood zone mapping and analysis, flood protection and mitigation analysis, flood proofing services and watershed hydrologic/hydraulic studies.

EDUCATION

Bachelor of Science
Civil Engineering

AFFILIATIONS

Professional Engineer,
State of Florida, 2003,
State of Texas, 2014

Certified Floodplain Manager
(CFM) through Association of
State Floodplain Managers Inc.
(ASFPM)

National Society of Professional Engineers

Florida Floodplain Managers Association

Florida Engineering Society,
Calusa Chapter
Chapter President, 2006
Chapter Secretary, 2005
Chapter Treasurer, 2004
Chairperson, Professional Development Committee, 2004

Tennessee Board of Architectural and Engineering Examiners

Leadership Lee County

Gulf Citrus Growers Association

Letter of Map Amendment/Revision (LOMA/LOMR)
Project Description:
Facilitate revisions to regulatory flood maps through site-specific analyses to more accurately define the flood hazard boundaries and designations for properties.

EXPERIENCE

Stormwater Master Plan - Village of Estero

Project Manager for the development of a detailed hydrologic and hydraulic model of the stormwater facilities networks within The Village of Estero and conducting performance evaluations and assessments on the system during selected storm events. The project included documenting results of the performance evaluations for existing and build-out conditions, evaluating potential flood mitigation projects and providing recommendations to the Village on implementation of the projects and additional mitigation activities, such as regulatory policies.

Broadway Avenue West Watershed Analysis & Improvement Project - Village of Estero

Project Manager responsible for preparing a sub-watershed analysis for a tributary to the Estero River and developing the design for a drainage improvement project. Design included upgrading an existing culvert and associated drainage structures to optimize flow capacity and reduce potential flooding occurrences. Prepared construction plans and facilitated the permitting through Lee County Utilities and Village of Estero

Coastal Risk MAP Consultant - City of Fort Myers

Responsible for conducting site specific coastal analysis for portions of the City of Fort Myers to better define coastal flood zones per new storm surge study prepared by FEMA's Risk MAP team.

Bedman Creek/Dog Canal Watershed Study and Letter of Map Revision (LOMR) - Lee County

Responsible for conducting a watershed analysis and re-evaluating the design storm flows and flood elevations for the watershed. Facilitate a Letter of Map Revision (LOMR) process through FEMA to officially update the regulatory flood maps for the Bedman Creek/Dog Canal watershed.

Floodplain Management Projects - Lee County

- Eden House Condominium LOMR (Ft. Myers Beach)
- Estero Island Beach Club Drainage Improvement Project (Ft. Myers Beach)
- Ten Mile Canal/Old 41 LOMR
- Owl Creek LOMR – Floodway
- North Colonial Waterway LOMR – Floodway
- Estero Place Floodway Conditional Letter of Map Revision (CLOMR)
- Sandcaper Condominium LOMR (Ft. Myers Beach)
- Pink Shell Villas LOMR (Ft. Myers Beach)
- Ten Mile Canal/Metro Parkway LOMR
- Arroyal Place (Bonita Springs) No Rise Certification
- Hidden Harbor Development LOMR - Floodway
- Numerous Sanibel Island Property Coastal LOMRs

Floodplain Management Projects - Collier County

- Milano Condominiums FEMA Analysis
- Admiralty Point LOMR (Coastal)
- The Enclave of Naples Condominiums LOMA
- Vanderbilt Gulfside LOMR (Coastal)
- Villa Raphael Condominium (LOMR)
- The Royal Seafarer Coastal LOMR
- District School Board of Collier County Floodplain Analysis & LOMAs
- L'Ambiance LOMA
- Quarry LOMAs
- Verona Walk LOMAs
- Avellino Isles in The Vineyards LOMA
- Villages of Monterey Community LOMA
- The Sea House Condominium Coastal LOMR
- Moraya Bay Condominium Coastal LOMR

BRANDON FREY, P.E.

PRINICIPAL, VICE PRESIDENT, DIRECTOR OF LAND DEVELOPMENT ENGINEERING

Brandon offers over ten (10) years of experience in civil engineering consulting services in the residential, commercial, recreational, and industrial development sectors. His expertise is in the areas of roadway, drainage, utility, and surface water management system design, with a focus on master planned communities. He has a proven ability to efficiently execute projects of all sizes and is recognized for his attention to detail and ability to effectively complete project tasks. Prior to his employment as an engineer, Brandon was employed with a local excavation and roadway construction company, which gave him an "insider's look" into the construction industry and provided invaluable experience as it relates to construction processes, earthwork and material quantification, and constructability.

EDUCATION

Bachelor of Science,
Civil Engineering
Florida Gulf Coast University,
2014

AFFILIATIONS

Professional Engineer,
State of Florida, 2019

EXPERIENCE

Verdana Village, Lee County

Provided civil engineering design, permitting services and project management. Verdana Village will be a 2,400 single family development containing roughly 16 miles of roadway, a commercial shopping plaza, 41 acres of amenity facilities, and a floodplain compensation area that will provide storage for extreme storms, helping to alleviate flooding within the downstream branches of the Imperial River Basin. Permitting agencies include Lee County Community Development, ACOE, LCU, SFWMD, FDEP, and LDOH.

FineMark National Bank & Trust Corporate Headquarters, Lee County

Civil engineering design, permitting services, and project management of the 69,000 square foot corporate headquarters. Design included: paving, drainage, and utility design. Permitting and coordination with Lee County Community Development, LCU. FDEP, and LDOH.

The Place at Corkscrew, Lee County

Responsible for civil engineering design, permitting services, and project management. The Place at Corkscrew is a 1,325-unit single family development containing roughly 11 miles of roadway, a 21-acre amenity facility, and a flow-way system to alleviate nearby flooding and reconnect historic flow corridors within Southeast Lee County. Permitting agencies included Lee County Community Development, ACOE, LCU, FDEP, SFWMD and LDOH.

Golf Club of the Everglades, Collier County

Responsible for civil engineering design, permitting, and project management for multiple phases of a 564-unit single family subdivision in Collier County, Florida. The design included paving, drainage, and utility design. Permitting agencies involved Collier County Development Services, FDEP, ACOE, and SFWMD.

Collier Mosquito Control District Tarmac Reconstruction, Collier County

Responsible for civil engineering design, permitting services, and project management for remediation of tarmac affected by long term chemical leakage. The project also included the demolition and construction of multiple land and air side facilities, and including paving, drainage, utility, and resiliency designs. Permitting agencies involved Collier County Development Services, City of Naples, SFWMD, and FDEP.

Winding Cypress, Collier County

Responsible for civil engineering design, permitting services, and project management for multiple phases of a 700 single family subdivision in Collier County, Florida. The design included paving, drainage, and utility design. Permitting agencies involved included Collier County Development Services, FDEP, ACOE, FDOT, and SFWMD.

CHRISTOPHER MITCHELL, P.E.

PRINCIPAL, CHIEF OPERATING OFFICER

Chris offers over 28 years of experience in civil engineering consulting services in the residential, commercial, institutional, and recreational development industries. He has been a licensed professional engineer for over 24 years and has over 28 years of engineering design and planning experience in single family and multi-family residential developments, commercial retail developments, commercial industrial developments, institutional developments, golf course improvements and utility master planning for water, wastewater, and irrigation. He has a proven ability to execute complicated projects while building quality relationships with key project contributors. Chris provides professional consulting services in the design, permitting, value engineering, and project management of projects in all aspects of land development to public and private sector clients.

EDUCATION

Master of Science, Environmental Engineering
University of Cincinnati, 1997

Bachelor of Science, Civil Engineering
Purdue University, 1995

AFFILIATIONS

Professional Engineer,
State of Florida, 2001
State of South Carolina, 2018
State of North Carolina, 2021

Collier County Development Services, Advisory Committee

Collier County Development Services Fire Main Sub-Committee

Collier County Development Services Utilities Sub-Committee

Leadership Collier Class of 2019

Amber's Antibodies Board Member since 2021

EXPERIENCE

Collier Mosquito Control District Septic to Force Main Conversion, Collier County
Responsible for the civil engineering design, permitting services and project management for the conversion of the wastewater septic system to central wastewater service by designing a force main connection from the existing pump station to the City sanitary sewer system. The design included force main infrastructure within the District's property as well as the adjacent right-of-way. Permitting agencies included City of Naples and FDEP

Collier Mosquito Control District Water Main Extension and Removal of Fire Tanks, Collier County
Responsible for the civil engineering design, permitting services and project management for the extension of a 10" water main to provide fire protection to the CMCD hangar and removal of fire holding tanks at the CMCD facility in Collier County. The design included water main improvements as well as fiber optic communication infrastructure for the City. Permitting agencies included City of Naples and FDEP

Collier Mosquito Control District Tarmac, Collier County
Responsible for the civil engineering design, permitting services and project management for the tarmac reconstruction at the District's facility at Naples Airport in Collier County. The design included paving, drainage, and utility improvements. Permitting agencies included City of Naples and FDEP.

Ritz Carlton Residences, Collier County
Responsible for the civil engineering design, permitting services and project management for a 128-unit condominium in Collier County. The design included paving, drainage, and utility improvements as well as master surface water management facilities for the Ritz Carlton Residences as well as the adjacent rights-of-way. Permitting agencies included Collier County, SFWMD and FDEP.

Naples Zoo Entrance Redevelopment, Collier County
Responsible for the civil engineering design, permitting services and project management for an entrance redevelopment including the welcome center, gift shop, and education building serving the Naples Zoo in Collier County. The design included paving, drainage, and utility improvements. Permitting agencies included Collier County, City of Naples Utilities, SFWMD and FDEP.

Naples Zoo Veterinary Hospital, Collier County
Responsible for the civil engineering design, permitting services and project management for an on-site veterinary hospital, animal commissary, and warehouse serving the Naples Zoo in Collier County. The design included paving, drainage, and utility improvements. Permitting agencies included Collier County, City of Naples Utilities, SFWMD and FDEP.

Smyrna Ready Mix, Collier County
Responsible for the civil engineering design, permitting services and project management for a 7.5 acre concrete batch plant serving southeast Collier County. The design included complex flood plain storage compensation and concrete production plant permitting through Florida Department of Environmental Protection. The project was permitted through Collier County, FDEP, SFWMD and the ACOE.

AUSTIN WISE, P.E.

PROJECT MANAGER

Austin offers four years of experience providing professional services with respect to floodplain management and coastal resiliency. He specializes in coastal hazard analysis and modeling, floodplain and floodway analysis, hydrologic and hydraulic modeling. Mr. Wise's expertise also includes and dock and shoreline solutions and coastal hydrodynamics. While managing projects, he has accumulated experience coordinating with State and Federal regulatory agencies as well as municipalities throughout the State of Florida. Mr. Wise works closely with all project team members and regulatory staff to provide consistently proven results during the design, permitting, and construction stages of his projects.

EDUCATION

Bachelor of Science,
Environmental Engineering
Florida Gulf Coast
University, 2020

Master of Engineering,
Coastal and Oceanographic
Engineering
University of Florida, 2024

AFFILIATIONS

Professional Engineer,
State of Florida 2025
Certified Floodplain
Manager (CFM) by the
Association of State
Floodplain Managers, Inc.
(ASFPM)

EXPERIENCE

Tucker's Pointe CLOMR, Charlotte County, FL
Developed a hydrologic floodplain model and analysis to facilitate a CLOMR through FEMA's MT-2 process. Applied limited available data to an otherwise unstudied area to identify and map flood risks for a 500+ acre planned residential development.

31 Oaks Coastal Analysis and CLOMR, Lee County, FL
Responsible for developing a coastal floodplain model and analysis to consider proposed topographic conditions a planned residential development. Facilitated a CLOMR through FEMA to reflect changes to the floodplain associated with proposed conditions. Developed an additional hydrologic floodplain analysis to consider potential offsite impacts to adjacent properties.

City of Fort Myers RISKMAP Consulting/Post Appeal LOMR, City of Fort Myers, FL
Provided coastal modeling and mapping services to consider more recent and detailed information within the City of Fort Myers along the Caloosahatchee River. Facilitated a LOMR through FEMA to recognize the analysis and mapping of flood hazard areas.

Tampa RaceTrac Property Coastal Analysis and LOMR, City of Tampa, FL
Developed a coastal floodplain model to consider more detailed information within the City of Tampa along Hillsborough Bay. Applied in-field experience to explicitly confirm model parameters in support of a LOMR facilitated through FEMA to recognize the analysis and mapping of flood hazard areas.

Harbor Isle CLOMR/LOMR, Indian River County, FL
Provided coastal modeling and mapping services to consider proposed topographic conditions associated with a 270-unit planned residential development. Developed an additional hydrologic floodplain model to consider potential flood risk associated with the development. Facilitated a CLOMR and a subsequent As-Built LOMR through FEMA to reflect proposed conditions and then those recognize those conditions upon completion of construction.

Numerous Coastal Erosion and Scour Analyses Projects (Throughout Coastal Florida)
Applied a range of modeling techniques based on site-specific conditions to identify the extent of potential coastal erosion in support of engineering design for residential and commercial projects.

FALEESHA J. MUMFORD, E.I., CFM

SENIOR PROJECT MANAGER

Faleesha offers over six years of experience of providing professional services in engineering design and floodplain management. She has experience in watershed analyses, hydrologic and hydraulic modeling, floodplain and floodway analysis, surface water management system and coastal hazard analysis and modeling. Ms. Fernandez's skills also include engineering design and management of land development projects. She has experience with coordinating with various municipalities and regulating agencies during the management of projects. Ms. Fernandez is proficient in working with all project team members and agency representatives to skillfully coordinate the design, permitting and construction of her projects.

EDUCATION

Bachelor of Science, Civil Engineering and Environmental Engineering
Florida Gulf Coast University, 2017

AFFILIATIONS

Certified Floodplain Manager (CFM) by the Association of State Floodplain Managers, Inc. (ASFPM)

EXPERIENCE

The Place, Lee County
Provided civil engineering design and permitting services for the approximately 700unit single family development and the community's amenity centers.

Hickey Creek-LOMR, Lee County
Assisted in the data collection and improvements to the hydrologic model including redefining the floodway to reflect current topographic conditions. Facilitated the LOMR through FEMA to recognize the updated hydraulic study and associated mapping of the flood hazard areas.

No Rise Certifications, Lee County
Completed numerous Floodway No Rise Certifications requiring hydraulic modeling for various Lee County properties.

Bonita Beach Club Condominium, City of Bonita Springs
Responsible for conducting the coastal analysis and mapping services representing erosion treatments and wave height analyses based on proposed improvements to an existing shore protection structure at the property. Facilitated the CLOMR and LOMR through FEMA to recognize the project and associated coastal analysis and mapping. Also facilitated getting a CCCL permit authorized through the FDEP for the proposed project.

Bonita Grande/Kehl Canal, City of Bonita Springs
Provided hydraulic modeling and mapping services to update a portion of the Imperial River Floodway previously associated with the Kehl Canal. Facilitated LOMR through FEMA to recognize the updated hydraulic study and associated mapping of the flood hazard areas.

Porsche of Naples, Collier County
Provided engineering services to stage the construction of the Porsche Dealership including a subsurface StormTech drainage chamber system.

Mansions at Vanderbilt Condominium, Collier County
Responsible for conducting the coastal analysis and mapping services representing erosion treatments and wave height analyses. Facilitated the LOMR through FEMA to recognize coastal analysis and mapping of the flood hazard areas.

Barefoot Beach Club Condominium, Collier County
Provided civil engineering design and permitting services for the amenity center building expansion.

CDD Lake Bank Inspection Reports, Collier County
Completed field observations and reporting of all lake banks within multiple Community Development Districts.

Conditional/ Letter of Map Revision- CLOMR/LOMR, Broward County
Assisted in the data collection and conducting the hydrologic study and hydraulic modeling on the implementation of physical measures of new and proposed developments.

Coastal LOMR Analysis, Sanibel Island
Responsible for completing numerous LOMR projects requiring coastal hazard analysis modeling for properties located within the City of Sanibel Island.

JIM VON RINTELN, M.A., FPEM, CEM, CFM

CRS AND EMERGENCY MANAGEMENT COORDINATOR

Jim offers over forty years of Management, Emergency Management and Floodplain experience. Jim has served as the Collier County Emergency Management Operations Coordinator and Floodplain Manager as well as an Advisor to Congress on FEMA issues. During his career, Mr. von Rinteln, a retired Army Officer, has been involved in managing the County's National Flood Insurance Program (NFIP) as well as the response and recovery from 17 tropical storms and hurricanes during that time. Additionally, he was the lead manager responsible for designing and building the County's new Emergency Services Center which is considered highly resistant to a category 5 hurricane and received recognition for best practices at both State and National levels regarding its survivability design. Mr. von Rinteln's role with J.R. Evans Engineering includes assisting with our floodplain management projects and coordinating CRS services specifically related to Emergency Management Public outreach.

EDUCATION

M.A., Human Resource Management
Hawaii Pacific University, 1996

M.A., Equivalent, Resource Management
USMC University, 1993

USA Command & Staff College, 1988

B.A., Political Science/ Economics
University of Maryland, 1979

SPECIALIZED TRAINING/ CERTIFICATIONS

Florida Emergency Preparedness Association Certification (FPEM)

International Association of Emergency Managers (CEM)

Certified Floodplain Manager (CFM) with Association of State Floodplain Managers

Fully National Incident Management System (NIMS) qualified

FEMA Professional Development & Advanced Professional Development Series Certifications

FAA Commercial Rotocraft/Instrument Pilots License, 1979

EXPERIENCE

- Chair, City of Marco Island Hurricane Irma Review Committee (2018)
- The Village of Estero NFIP qualification and initial CRS Rating Project (2017)
- City of Bonita Springs CRS Rating Maintenance Project (2017/2016/2015)
- City of Naples, FL, (2014): Coordinated Activity 600 (Flood Warning & Response)*
- City of Marco Island, FL (2014): Coordinated 5-year cycle review under 2013 CRS Manual*
- Hardee County, FL, Corrective Action Plan to address potential violations identified during Community Assistance visit by the State Floodplain Management office of Hardee County.
- Collier County Growth Management Department, Emergency Management, Disaster Relief and Floodplain Management, 1997-2014*

DISASTER EXPERIENCE - COLLIER COUNTY

- Hurricane Irma 2017
- Wildfires 2011
- Hurricane Ike 2008
- Hurricane Wilma 2005
- Hurricane Katrina 2005
- Hurricane Ivan 2004
- Hurricane Frances 2004
- Tropical Storm Gabrielle 2001
- Merritt Fire 2001
- Patterson Fire 1999
- Hurricane Floyd Evacuation 1999
- Tropical Storm Mitch 1998
- Wilson Blvd Fire 1997
- Hurricane Isaac 2012
- Tropical Storm Fay 2008
- Tropical Storm Ernesto 2006
- Hurricane Rita 2005
- Hurricane Dennis 2005
- Hurricane Jeanne 2004
- Hurricane Charley 2004
- 9/11 2001
- Y2K 2000
- Hurricane Irene 1999
- Tropical Storm Harvey 1998
- Hurricane Georges' 1998
- Land Yacht Harbor Tornado 1997

HONORS

- 2012 Leadership Collier Foundation
- 2011 James V. Mudd – Fellowship
- Florida Emergency Management Award from the Governor of Florida, 2008
- Distinguished Public Service Award from the Greater Naples Chamber of Commerce, 2006

*Services provided by Jim von Rinteln, M.A., FPEM, CEM, CFM under previous employers.

ZACHARY T. TAYLOR, P.E., CFM

SENIOR PROJECT MANAGER/HYDROLOGIC-HYDRAULIC ENGINEER

Zachary offers over nine years of experience of providing engineering design and management of residential and commercial land development projects throughout the permitting, construction, and certification stages, designing storm water management systems, and designing potable and sanitary sewer systems. He has experience with coordinating with various utility providers and regulatory agencies during the management of projects. Mr. Taylor's skills also include watershed analyses, both hydrologic and hydraulic, floodplain modeling and analyses, surface water management system designs, and coastal flooding analyses and floodplain mapping. Mr. Taylor is skilled with working with all project team members and agency representatives to proficiently coordinate the design, permitting and construction of his projects.

EDUCATION

Bachelor of Science, Environmental Engineering, Florida Gulf Coast University 2014

AFFILIATIONS

Professional Engineer, State of Florida 2020

Certified Floodplain Manager (CFM) by the Association of State Floodplain Managers, Inc. (ASFPM)

EXPERIENCE

Autozone, City of Cape Coral
Provided civil engineering design, permitting services and project management for two AutoZone retail stores.

Bedman Creek/Dog Canal-LOMR, Lee County
Responsible for conducting the hydrologic study and hydraulic modeling for the 9,000 acres Bedman Creek/Dog Canal watershed, in support of a FEMA Letter of Map Revision (LOMR).

No Rise Certifications, Lee County
Completed numerous Floodway No Rise Certifications requiring hydraulic modeling in Fort Myers and Bonita Springs.

Verdana Village Flow-Way Restoration, Lee County
Responsible for conducting the 2D Surface water and ground water interconnected hydrologic study and the hydraulic modeling and design for the wetland and historic flow-way restoration project supporting a residential development.

Greyhawk at Golf Club of the Everglades, Collier County
Provided engineering services to modify the existing golf course and surface water management system for the addition of 560± single family homes and designed the offsite flow canal conveying surface water around the property.

Inspira at Lely Resort, Collier County
Responsible for surface water management design and utility infrastructure design for the 300-unit apartment complex.

Quail West SWMS Improvements, Collier County
Conducted an analysis for the existing conditions of the community's surface water management system (SWMS). The assessment utilized topographic LiDAR data, NEXRAD rainfall data and high-water indicators to calibrate the existing conditions ICPR4 model. The project included the design and evaluation of improvement projects, opinion of probable costs, and a prioritized improvement implementation plan.

Village of Estero Stormwater Management Plan, Village of Estero
Assisted in the data collection and the development of the Village of Estero Local-Scale Master Hydrologic and Hydraulic Stormwater Model, as well as designed improvement projects to help alleviate flooding throughout the Village.

Corkscrew Shores, Village of Estero
Provided civil engineering design and permitting services for the 648 single family development.

Coastal Risk MAP Consultant, City of Fort Myers
Responsible for conducting site specific coastal analysis for portions of the City to better define coastal flood zones per new storm surge study prepared by FEMA's Risk MAP team.

Airglades Airport and PACC, Hendry County
Responsible for designing and permitting a surface water management system for a 1,080-acre airport and air cargo complex facility.

MEGHAN HIAN

GIS SPECIALIST

Meghan offers five years of experience with GIS services, including data processing and verification, database creation, and spatial analyses, specifically related to water resource related projects. Ms. Hian is experienced and familiar with guidelines for utilizing and processing of GIS data, such as LiDAR data and hydrological parameters, for analyses and mapping projects. Ms. Hian is skilled with working with project team members promoting effective communication and has experience working on large-scale projects.

EDUCATION

M.S. Environmental Science
Florida Gulf Coast University, Fort Myers, FL
August 2018

B.S. Life Sciences and Psychology
Ohio State University, Columbus, OH
March 2007

SKILLS

- GIS (5 years)
- Python (4 years)
- SQL (10+ years)
- Grant Writing (8 years)
- CAD (3 years)
- DoD Experience (8 years)
- HTML (6 years)

EXPERIENCE

City of Fort Myers Floodplain Management - LOMR (2023)
Provided the GIS mapping and data processing support for the City-wide Letter of Map Revision (LOMR) to update the coastal flood hazard mapping pertaining to current data and conditions.

Numerous Floodplain Management/Analyses Projects in Florida - (On-going since 2023)
Provided the GIS data collection, processing, and mapping support for riverine and coastal floodplain analyses and mapping projects. Services also include GIS data analytics and executing tools to evaluate and determine hydrological flow patterns and watershed basin boundaries for applicable projects.

Hydrologist, U.S. Geographical Survey, Columbus, OH *(December 2019 - May 2023)
Based out of the OKI Water Science Center, but currently working remotely out of the Fort Myers Field Office. As Project Chief, oversaw GIS technical support for the Ohio Army National Guard that included integrating geospatial data, CAD files, and contractor reports to develop a comprehensive environmental geodatabase that meets Department of Defense data standards and operational needs. Using ArcGIS Pro and Google Earth, analyzed aerial imagery, performed spatial analyses, and created maps to inform ongoing remediation, range and training area construction, forestry activities, habitat stewardship, and grounds maintenance across all installations. Played a key role on two multi-year national projects involving extensive scripting in Python, SQL, and HTML to leverage large-scale inventories of geospatial data. As Water Use specialist for OH, restructured, loaded, and wrote quality check queries on water withdrawal data included in the national database system for resource analyses. Regularly met (both virtually and in-person) with project teams to collaborate and present results. Created ESRI dashboards, interactive maps, and cartographic figures for publication, as well as occasional fieldwork to assist with surveys and equipment maintenance.

Research Coordinator, Ohio Supercomputer Center, Columbus, OH *(February 2019 - December 2019)
Assisted with proposal development for OH-TECH and Ohio State faculty researchers. Managed data related to grants, software lifecycles, and client usage of supercomputing. Collaborated with marketing dept to prepare infographics and annual reports.

Research Coordinator, Florida Gulf Coast University, Fort Myers, FL *(February 2013 - January 2019)
Managed grant-funded research activities for the Coastal Watershed Institute and the Office of Research. Assisted faculty researchers with grant writing and proposal development, prepared budgets and student payroll forecasts, purchased lab supplies, arranged travel for field work, and maintained inventory of laboratory equipment and fleet of vehicles, boats, and trailers. Concurrently worked on my master's degree with thesis research on harmful algae utilizing GIS and multivariate statistical analysis to evaluate relationships with land use, water quality, and other environmental factors.

*Work performed under previous employment.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FOUNTAIN, ELIZABETH ANN

2381 LIMPKIN LANE
ALVA FL 33920

LICENSE NUMBER: PE60077

EXPIRATION DATE: FEBRUARY 28, 2027

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ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Elizabeth A. Fountain, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-12-06217, ISSUED 2/8/2012. THIS CERTIFICATE SHALL EXPIRE 7/31/2026, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CFM® CERTIFIED

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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STATE OF FLORIDA
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BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FREY, BRANDON M.

9961 INTERSTATE COMMERCE DRIVE
SUITE 230
FORT MYERS FL 33913

LICENSE NUMBER: PE86651

EXPIRATION DATE: FEBRUARY 28, 2027

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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MITCHELL, CHRISTOPHER REGINALD

9961 INTERSTATE COMMERCE DRIVE
SUITE 230
FORT MYERS FL 33913

LICENSE NUMBER: PE56740

EXPIRATION DATE: FEBRUARY 28, 2027

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WISE, AUSTIN MICHAEL RAY

9707 N CHOIR TERRACE
CITRUS SPRINGS FL 34433

LICENSE NUMBER: PE99328

EXPIRATION DATE: FEBRUARY 28, 2027

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ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Austin M.R. Wise, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-25-13700, ISSUED 5/12/2025 THIS CERTIFICATE SHALL EXPIRE 7/31/2027, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

Roger A. Lindsey

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM CERTIFIED

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Faleesha J. Fernandez, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-22-12330, ISSUED 5/16/2022. THIS CERTIFICATE SHALL EXPIRE 7/31/2026, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM® CERTIFIED

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

James J. von Rinteln, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-12-06213, ISSUED 2/8/2012 THIS CERTIFICATE SHALL EXPIRE 7/31/2026, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM® CERTIFIED

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TAYLOR, ZACHARY THOMAS

921 SW 7TH AVE
CAPE CORAL FL 33991

LICENSE NUMBER: PE88605

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Zachary T. Taylor, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-20-11754, ISSUED 11/7/2020. THIS CERTIFICATE SHALL EXPIRE 1/31/2025, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM® CERTIFIED

State of Florida
Department of State

I certify from the records of this office that JR EVANS ENGINEERING, P.A. is a corporation organized under the laws of the State of Florida, filed on August 12, 2010.

The document number of this corporation is P10000066272.

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 January 16, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of January, 2025

Secretary of State

Tracking Number: 2069540029CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Lee County Tax Collector
Noelle Branning

Local Business Tax Receipt

JR EVANS ENGINEERING PA
JR EVANS ENGINEERING PA
9961 Interstate Commerce Dr Ste 230
Fort Myers, FL 33913

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt: number: **1021342 / 1101372**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

R. Noelle Branning

Lee County Tax Collector

2024-2025
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1021342
Receipt Number: 1101372
State License Number: PE57436

Account Expires: September 30, 2025

Location:
9961 Interstate Commerce Dr Ste 230
Fort Myers, FL 33913

May engage in the business of:
PROFESSIONAL ENGINEER
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

JR EVANS ENGINEERING PA
Joshua R Evans
9961 Interstate Commerce Dr Ste 230
Fort Myers, FL 33913

Payment Information:		
PAID	INT-00-02491964	07/29/2024
		$ 30.00

CHANGES TO YOUR LOCAL BUSINESS TAX ACCOUNT

Change of Business Name and/or Ownership:

- Submit a new Local Business Tax Application
- Submit other required documents, if applicable (e.g. Fictitious Name Registration, State or County License, etc.)
- Submit a Bill of Sale (if changing ownership)
- A 10% transfer fee applies to ownership changes
- The Lee County Property Appraiser's office should be notified of any change in the business name and/or ownership

Change of Location:

- Submit a new Local Business Tax Application
- Obtain zoning approval, or provide a copy of a city local business tax receipt, if relocating from:
  - Commercial to Commercial
  - Commercial to Residential
  - Residential to Commercial
- A 10% transfer fee applies to location changes
- The Lee County Property Appraiser's office should be notified of any change in business location

Tangible Taxes:

Tangible Personal Property Tax Returns must be filed with the Property Appraiser's office by April 1st of each year. Contact the Property Appraiser's office 239.533.6140.

Closing Your Business:

If you are closing or no longer in business, the owner/qualifier must do the following:

- Sign, date and submit the **Out of Business Affidavit** below
- File a **Tangible Disposition Letter** form with the Property Appraiser, www.leepa.org or call 239.533.6140 to avoid receiving future tangible tax notices

If you plan to liquidate your merchandise, contact our office at 239.533.6000 for instructions on obtaining a *Going Out of Business Permit.*

Information/Questions: call 239.533.6000 or visit our official website at www.leetc.com.

Out of Business Affidavit

Tangible Personal Property Account Number for the business: _____

The business named on the reverse side of this notice ceased operations and disposed of the assets by:

Account No: 1021342
Receipt No: 1101372

☐ Retention for personal use ☐ Scrapped, junked, or likewise disposed of, etc.

☐ Date Sold: _____ Purchase Price: _____

Complete the buyer information below:

Name: _____ Phone Number: _____

Address: _____

All of the tangible assets were ☐ were not ☐ sold to the purchaser.

_____ _____ _____

Owner/Qualifier Name | Phone Number | Date Closed

_____

Street or PO Box Number (your current mailing address)

_____ _____

City/State/Zip | Signature of Owner/Qualifier

Return this Out of Business Affidavit to: Lee County Tax Collector, PO Box 1549, Fort Myers, FL 33902-1549

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2025

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 AssuredPartners of Florida, LLC 8950 Fontana Del Sol Way, #200 Naples, FL 34109-4374 David Sumner 239-649-1444	CONTACT NAME: David Sumner PHONE (A/C, No, Ext): 239-649-1444 FAX (A/C, No): 239-649-7933 E-MAIL ADDRESS:
INSURED J.R Evans Engineering, P.A 9961 Interstate Commerce Dr Fort Myers, FL 33913	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto-Owners Insurance Company — 18988 INSURER B : Southern-Owners Insurance Co. — 10190 INSURER C : Pacific Insurance Company — 10046 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			20168206	08/24/2024	08/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Ben	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			4962649500	08/24/2024	08/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $0			4962649501	08/24/2024	08/24/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability			21OH047735923	09/22/2024	09/22/2025	Per Claim Aggregate	1,000,000 3,000,000

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

CERTIFICATE HOLDER

FOR BIDDING PURPOSES

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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Cathy Olson, M.S., CWB, CPRP

Senior Environmental Scientist and Project Manager

EDUCATION

MS, Wildlife Ecology and Conservation; University of Florida

BS, Natural Resources Management; University of Maryland

CERTIFICATIONS/TRAININGS

Certified Park and Recreation Professional #10361803

Certified Wildlife Biologist, The Wildlife Society

Imperiled Beach Nesting Bird Monitor, Florida Fish & Wildlife Conservation Commission (FWC) (LIST-24-00314)

Registered Agent Permit for Burrowing Owls, FWC (RAG # 20-00009)

Authorized Gopher Tortoise Agent, FWC (GTA # 20-00041)

EXPERIENCE SUMMARY

Ms. Olson serves as a Senior Environmental Scientist with 27 years of experience with Southwest Florida natural systems, state, federal and NEPA permitting, and parks and recreation. At Pennoni, she leads projects involving natural resources, wetlands, protected species, natural communities, wildlife assessments, and parks and recreation planning, development, construction oversite and public engagement. She develops grant applications, species specific management plans, and land management plans for ecological restoration projects and recreational activities.

Before joining Pennoni, she spent 14 years with Lee County Parks and Recreation as Interim Director and Conservation Lands Manager. She spent 6 years in Charlotte County as a Senior Environmental Specialist. She has secured millions in grant funding for parks and conservation from state, federal and private entities and has implemented numerous federal grants and successfully completed all reporting requirements. She designed, permitted, and oversaw the construction of multiple County projects including preserves, parks and transfer stations. She also served on the Charlotte County Development Review Committee for all environmental issues.

REPRESENTATIVE PROJECTS

HighSpans Engineering, Inc. – Big Carlos Bridge Replacement Project, Fort Myers Beach, FL
Senior Environmental Scientist – Construction Engineering and Inspections (CEI) for the bridge replacement. Pre, in process compliance and post environmental inspections (wetlands and wildlife). Multiple shorebird and sea turtle surveys. Developed a replanting plan after exotic invasive plants were removed.

Perez Planning and Atwell LLC- Estero Sports Park, Village of Estero, FL
Environmental Project Manager – Conducted natural resource and protected species surveys and state and federal wetland and wildlife permitting for a 102-acre multi field sports complex.

Caloosa Shores HOA, Bridge Replacement Sanibel, FL
Senior Environmental Scientist - Conducted site assessment, protected species surveys and secured US Army Corps of Engineers permit for a neighborhood bridge that washed away during Hurricane Ian. Coordinated with US Fish and Wildlife Service and National Marine Fisheries Service on listed species.

Cape Coral -Jaycee Park, City of Cape Coral, FL
Deputy Project Manager- Conducted protected wildlife surveys and permitting, shoreline and mangroves assessment for this 10.5-acre park redevelopment. Secured burrowing owl permit. The park was upgraded from a passive under-utilized park to a multiuse park.

EnSite, Inc. and Manhattan Construction- Village of Estero Trails, Village of Estero, FL
Environmental Project Manager - Environmental assessment and state permitting of a 70-acre park. Wrote a bald eagle management plan and identified placement of an eagle viewing platform. Secured $35,000 for exotic invasive plant management funding. Secured permit and relocated gopher tortoises.

Cape Coral- Golf Course Park Redevelopment, City of Cape Coral, FL
Environmental Project Manager- Conducted a wildlife inventory on a 175-acre former golf course and oversaw protected species surveys prior to park redevelopment of this recent city acquisition.

Pelican Landing, Bonita Springs, FL
Environmental Project Manager – Conducted and oversaw daily beach nesting bird surveys during a beach renourishment project.

Cathy Olson, M.S., CWB, CPRP

Senior Environmental Scientist and Project Manager

North Port – Circle of Honor Park- City of North Port, FL
Environmental Project Manager – Conducted natural resource inventory and protected species survey for this 1.6-acre city park. Prepared gopher tortoise relocation permit and relocated the gopher tortoises.

WS SSIR Holdings, LLC – South Seas Island Resort, Captiva, FL
Senior Environmental Scientist – Conducted environmental site assessment, wetland jurisdictional determination, and conducted wildlife surveys. Wrote wildlife and preserve management plans and presented environmental testimony for the Lee County Hearing Examiner.

Ding Darling Wildlife Society – Sanibel, FL
Secured grant funding from the National Fish and Wildlife Federation for submerged hurricane debris removal.

Haines City – 32 Acre Park, Haines City, FL
Environmental Project Manager- Conducted environmental assessment, wetland delineation, gopher tortoise and grand tree surveys, and site planning for the development of a 32-acre park expansion.

Wright Construction Group – Joe Coviello Park, Cape Coral, FL
Environmental Project Manager-Conducted pre-construction gopher tortoise surveys and Florida bonneted bat cavity tree and cavity inspections. Wrote USFWS compliance report for bonneted bats. Conducted bald eagle nest monitoring and summary report. Acted as the City and construction company's liaison to convey environmental information to reduce neighborhood tension during construction.

Florida Drawbridges, Inc., Blackburn Swing Bridge, Riprap Repair, Osprey, FL
Senior Environmental Scientist– Secured a US Army Corps of Engineers permit for a failing bridge embankment within Dryman Bay.

APTIM, Sanibel Causeway Shoreline Stabilization, Lee County, FL
Technical Leader - Coordinated environmental permits compliance and daily nesting sea turtle surveys during the Island B Causeway Stabilization construction.

Haines City - Langston Avenue Park, Haines City, FL
Environmental Project Manager - Conducted protected species survey for Langston Park. Secured sand skink and bluetail mole skink clearance letter from US Fish and Wildlife Service.

Polk Co. Parks & Natural Resources - Lake Buffam Boat Ramp, Polk County, FL
Environmental Project Manager- Conducted protected species and wetland survey for Lake Buffum Boat Ramp. Secured sand skink and bluetail mole skink clearance letter from US Fish and Wildlife Service. Conducted gopher tortoise survey, secured gopher tortoise permit and oversaw the excavation and relocations.

Five Towns Oleander, Biological Assessment, St. Petersburg, FL
Senior Environmental Scientist – Led an environmental site review and wrote a Biological Assessment for a 4.5-acre parcel in St. Petersburg which was used for FEMA requirements.

Ding Darling Wildlife Society – Sanibel, FL
Secured funding from the Florida Fish and Wildlife Conservation Commission for exotic plant control.

Brett A. Bishop, P.S.M. (#4760)

Experience:

2013-Present **BBLS Surveyors Inc.** Bonita Springs, FL
President / PSM / Operations Manager / FAA UAS Remote Pilot
Mr. Bishop joined his long-time professional associate, Stephen Berry, P.S.M., in creating BBLS Surveyors, Inc. Together, they set out to leverage over 20 years of industry experience to modernize the firm – adopting innovative surveying techniques and technologies to deliver exceptional service to their clients.

1996-2013 **BBLS Surveyors & Mappers, Inc.** Naples, FL
1993-1996 **Brett A. Bishop, Professional Surveyor & Mappers.**
President / PSM
In February of 1993, Mr. Bishop used his vast experience to establish his own business d.b.a. Brett A. Bishop, PSM; and eventually incorporated in 1996, becoming BBLS Surveyors & Mappers, Inc. He has always prided himself in quality service and enjoyed the benefits of having a loyal and competent staff over the years.

1990-1993 **Grady Minor & Associates.** Bonita Springs, FL
Vice President / Surveyor In-Charge
Mr. Bishop acted as Surveyor-in-charge on projects in which he was affiliated, with his experience continuing to be diversified in residential, commercial, and government projects.

1983-1990 **Hole Montes & Associates.** Bonita Springs, FL
Crew Chief / Project Surveyor
Mr. Bishop furthered his experience as a Crew Chief and was proactive in training. He spearheaded and fast-tracked a major project for nearly 8 months at Universal Studios in Orlando during his time there. His experience was in, but not limited to, overseeing survey staking of all the extensive underground utilities, roadways & parking lot, communication lines, and additional crew recruitment and supervision. He also performed all the field design surveying for the Collier County portion (50 miles) of the Alligator Alley / I-75 four lane expansion project.

1980-1983 **Advanced Surveying** Naples, FL
Instrument Man / Crew Chief

Education:

- 1980, Saguaro High School, Scottsdale, Arizona
- 1990, Licensed Surveyor & Mapper, State of Florida #4760
- Extensive Job Training / Annual Continuing Education

Stephen E. Berry, P.S.M. (#5296)

Experience:

2013-Present **BBLS Surveyors Inc.** Bonita Springs, FL
Vice President / PSM / Office Survey Manager
Mr. Berry joined his long-time professional associate, Brett Bishop, P.S.M., in creating BBLS Surveyors, Inc. Together, they set out to leverage over 20 years of industry experience to modernize the firm – adopting innovative surveying techniques and technologies to continue delivering exceptional service to their clients.

1998-2013 **BBLS Surveyors & Mappers, Inc.** Naples, FL
Vice President / Survey Manager
In 1998, Mr. Berry brought his entrepreneurial experience to BBLS Surveyors & Mappers, Inc., where he has served as Vice President and Survey Manager. He has overseen construction stakeout operations—including lakes, utilities, roadways, and proposed improvements—as well as condominium exhibits, as-builts/record drawings, and the scheduling and management of survey crews, CAD technicians, and administrative staff.

1995-1998 **Construction Survey Services, Inc.** Fort Myers, FL
Owner / President
In 1995, Mr. Berry established his own surveying firm, managing daily operations and subcontracting primarily for construction projects with a small office team and two field crews. He also taught courses in surveying software and AutoCAD.

1991-1995 **McKee & Associates, Inc.** Bonita Springs, FL
Crew Chief / Project Manager
Mr. Berry relocated to Florida in 1991 and joined McKee & Associates, Inc., where he served as a crew chief responsible for construction stakeout, lot and block surveys, and specialized boundary analysis. In 1995, after successfully passing the state licensing exams, he became a licensed Surveyor and Mapper and advanced to the role of Project Manager, overseeing AutoCAD operations.

1984-1991 **Sebago Technics** Portland, ME
Instrument Man / Crew Chief / AutoCAD Technician

Education:

- 1982, Dirigo High School, Dixfield, Maine
- 1984, 2 Year Degree in "Architectural & Civil Engineering Technology"
- 1991, Licensed Surveyor & Mapper, State of Florida, #5296
- Extensive Job Training / Annual Continuing Education

Pergola, Inc.

Landscape in the full service tradition

Kristen Petry, MLA

PARTNER

Kristen Petry has a Master of Landscape Architecture degree and was associated with two landscape architectural firms before partnering with Jeff Petry to form Pergola in 2000. Her project experience includes shopping centers, multifamily residential, single-family residential, non-profit, and church campus sites. Since the arrival of Hurricane Ian in 2022, Kristen has worked closely with the owners of beachfront properties and others affected by the storm to restore damaged landscapes. This included understanding the requirements and seeking building permits from the Florida Department of Environmental Protection, the City of Naples' Natural Resources Department, Collier County, Lee County, Lely Barefoot Beach, and the City of Fort Myers Beach.

EDUCATION:

Master of Landscape Architecture, SUNY College of Environmental Science and Forestry, Syracuse

Bachelor of Science, Human Ecology, Cook College, Rutgers University

RELEVANT PROJECTS:

Indies West at the Moorings, Naples, FL
2200 Gulf Shore Boulevard North
Landscape Architecture, Construction, and Maintenance.

The Surfside Club of Naples
1065 Gulf Shore Boulevard North
Landscape Architecture, Construction, and Maintenance.

Via Delfino Condominium
1221 Gulf Shore Boulevard North
Landscape Construction, and Maintenance.

Chateaumere, Pelican Bay
Landscape Architecture, Construction, and Maintenance.

Lely Barefoot Beach Residence
Inagua Lane
Landscape Architecture

7-Eleven Stores
Three locations in Fort Myers Beach
Landscape Architecture

COMMUNITY INVOLVEMENT:

Grace Place for Children and Families, Inc., Board of Directors, 2010 - 2015

City of Naples Design Review Board Chairperson, 2017-2022

Consulting for Naples Shelter for Abused Women, 2008

First United Methodist Church Leadership Council, 2012

Naples Gulfshore Rotary Club, President, 2010

ASLA Naples/Fort Myers Section Vice Chair, 1995 – 1997

The Naples Botanical Garden Founding Board Member, 1995- 1997

AWARDS:

Paul Harris Fellow, 2010
District Rotarian of the Year, 2010
Club Rotarian of the Year, 2010 and 2013

Pergola, Inc.

Landscape in the full service tradition

R. Jeffrey Petry, Landscape Architect

PARTNER

Jeff Petry is a landscape architect and contractor who partnered with Kristen Petry to form Pergola in 2000. Since the arrival of Hurricane Ian in 2022, a significant portion of his work has focused on the rehabilitation and repair of properties damaged by the storm. Work on these sites included dune repair and planting, grading, sand removal, retrieval, location, and repair of existing drainage and irrigation systems, plant demolition and replacement, and grading repair.

EDUCATION

Bachelor of Science, Landscape Architecture,
The Ohio State University

RELEVANT PROJECTS:

Indies West at the Moorings, Naples, FL
2200 Gulf Shore Boulevard North
Landscape Architecture, Construction, and Maintenance.

The Surfside Club of Naples
1065 Gulf Shore Boulevard Naples
Landscape Architecture, Construction, and Maintenance.

Via Delfino Condominium
1221 Gulf Shore Boulevard North
Landscape Construction, and Maintenance.

10th Avenue South Private Residence
Landscape Construction and Maintenance.

2nd Avenue South Residence
Landscape Construction and Maintenance.

Chateaumere, Pelican Bay, FL
Landscape Architecture, Construction, and Maintenance.

Little Harbour, Naples, FL
2177 Gordon Drive
Landscape Architecture, Construction, and Maintenance.

COMMUNITY INVOLVEMENT

Greater Naples Little League Coach

Consulting for Naples Shelter for Abused Women

Gulf Shore Runners Member and Volunteer

Consulting for First United Methodist Church

Naples High School Football Chain Crew Member

AWARDS

Award of Honorable Mention, 1994 – The Key West AIDS Memorial Design

ASLA Chapter Service Award, 1994 and 1995

ASLA Design Awards Committee Service Award, 1995 and 1996

Associated Landscape Contractors of America Award (ALCA) 1994 through 2005.

Parade of Homes, Best Sitescaping Pelican Marsh, Colony Golf, 1994

EDUCATION: B.S. in Civil Engineering Florida Gulf Coast University

LICENSES: Registered Professional Engineer – Florida (License #88524)

MEMBERSHIPS: American Society of Civil Engineers

ROLE AND RELEVANT EXPERIENCE

Nicholas Araica, P.E. is a Florida-licensed Professional Engineer with over ten years of experience in geotechnical engineering, construction materials testing, and deep foundation design. He manages field operations, oversees construction materials testing programs, and reviews geotechnical data on a wide range of public and private sector projects.

Mr. Araica has supported numerous municipal and coastal developments throughout Southwest Florida. He served as a geotechnical and materials testing engineer during the Fort Myers Beach Water & Storm Improvements project. He has also provided pile monitoring, vibration monitoring, and CMT services for other shoreline-adjacent developments in Lee and Collier Counties.

FIRM OVERVIEW

YPC Consulting Group, P.L. is a Florida-based geotechnical engineering and construction materials testing firm. Our in-house lab is CMEC-accredited and listed on the FDOT Qualified Lab Database. We are pre-qualified in FDOT Work Groups 9.1 (Subsurface Exploration) and 9.4.1 (General Foundation Studies).

YPC regularly supports coastal and municipal clients with deep foundation monitoring, static and dynamic load testing, utility trench testing, and vibration monitoring. Our engineers and field staff are experienced in working with FDOT, local municipalities, and community development districts throughout Florida.

PROJECT APPROACH

Our team will support the Newton Park Beach Facility Reconstruction by:

- Coordinating with the contractor and design team to identify site-specific geotechnical and materials testing needs.
- Supporting geotechnical-related permitting as required for local approvals
- Monitoring associated construction related activities with full-time field support and P.E. review.
- Applying our knowledge from recent Fort Myers Beach work to anticipate typical coastal soil conditions, including shelly sands, silty layers, and pockets of organics
- Providing prompt daily reports and final documentation.

YPC's familiarity with the local site conditions, combined with our experience supporting utility and coastal reconstruction work, makes us a strong fit for this project.

EDUCATION B.S. in Civil Engineering – Utah State University, 1999;
Diploma in Civil Engineering – Nan-Ya Technology, Taiwan, 1990

LICENSES Registered Professional Engineer – Florida (#62391)

MEMBERSHIPS Florida Engineering Society, National Society of Professional Engineers, American Society of Civil Engineers

ROLE AND RELEVANT EXPERIENCE

Yen-Po Chiu, P.E. is the President and Chief Geotechnical Engineer at YPC Consulting Group. With more than 30 years of professional experience, Mr. Chiu oversees all technical aspects of the firm's geotechnical operations, including design recommendations, subsurface exploration programs, and foundation analysis for both public and private clients.

He has led geotechnical evaluations for a range of coastal infrastructure projects throughout Southwest Florida, including work in Fort Myers Beach. His expertise includes foundation design for low-lying areas with high groundwater, permitting support for local municipalities, and engineering oversight for pile foundations, deep utilities, and waterfront structures.

FIRM OVERVIEW

YPC Consulting Group, P.L. is a Florida-based firm specializing in geotechnical engineering, materials testing, and foundation observation services. Our laboratory is CMEC-accredited and FDOT-approved, and our engineers are pre-qualified in Work Groups 9.1 and 9.4.1. We frequently support government and coastal projects with field testing, pile monitoring, and vibration control services.

PROJECT APPROACH

As Principal Engineer, Mr. Chiu will provide geotechnical review and permitting oversight for the Newton Park Beach Facility Reconstruction project. His role will include:

- Reviewing subsurface data, design plans, and proposed construction methods
- Providing foundation recommendations based on coastal soil conditions
- Preparing sealed reports and technical exhibits
- Consulting geotechnical issues during construction

Mr. Chiu's experience with public works and coastal construction, including prior involvement in the Fort Myers Beach area, positions him to provide technical leadership and quality assurance throughout the life of the project.

Ramon Acevedo, AIA, NCARB
President/Principal Architect

Education
Kansas State University
Bachelor of Architecture 1987

Registration
Florida #95515

Professional Organizations
Member of the
AIA Florida Southwest Chapter

Years with firm: 26
Years with other firms: 12

Expertise

As Principal Architect, Ramon is responsible for all aspects of office and project management. He relies on his extensive background in programming, site and building design, development of construction documents, and construction administration activities to deliver the high level of customer satisfaction for which the firm is recognized. His business practices are based in honest and dependable partnerships.

His hands-on leadership style instills a culture of quality at GMA that is projected in the creative design solutions, execution of construction documents, and service during construction that are the hallmarks of the firm. His leadership, vision and accountability enable the firm to deliver recognizable Architecture and true value.

Relevant Project Experience

North Ft Myers Community Park
Location: North Fort Myers, FL

Riverside Park Recreation Center
Location: Fort Myers, FL

Carmelita Park
Location: Port Charlotte

Goodwill Industries – 5 Mercantile Projects in Southwest Florida
Value: Ranging $2.0M—$300,000
Florida Green Building Coalition – Registered – Lehigh Acres FL Project

Bonita Springs Fire # 26 & #23
Location: Bonita Springs, FL

Chico's FAS Headquarters – Warehouse Office Conversion
Location: Fort Myers, FL
Type: Master Plan / Retail / Build-out
Value: $4M
Honor: AIA Southwest Florida Chapter– Design Awards 2006– Un-built Merit Award

FineMark Bank Headquarters – Fort Myers Florida
Type: Corporate Headquarters
Value: $4.4M
Honor: BIA Summit Awards 2008– Office

Bonita Springs Utilities Operation Center
Location: Bonita Springs, FL
Value: $4.5M
Honor: BIA Summit Awards 2009-Industrial

Estero Crossings
Location: Estero, FL

Immokalee Fire & Rescue District
Location: Ave Maria #32
Immokalee #30

SHANTI SMITH-COPELAND, EDD, CEM, FPEM

RECOVERY SUBJECT MATTER EXPERT

Shanti Smith-Copeland serves as the Director of Emergency Management for iParametrics and will be the Project Manager for this engagement. She is a decisive, results-oriented executive with over 20 years of innovative crisis and emergency management leadership. Her experience includes Disaster Preparedness, Response, Recovery, and Grant Management Support on behalf of the State Emergency Response Team, as well as Florida Cities and Counties after Hurricanes Dennis, Katrina, Rita, Wilma, Hermine, Matthew, Irma, Michael, Dorian, and the COVID-19 pandemic. Additionally, her experience in 34 federally declared disasters across FEMA Regions 1, 2, 4, 6, and 7 from 2005-2020 has allowed her to provide operational support to field operations for many areas including Grant writing, support, and management.

EDUCATION

- EdD, Leadership and Organization Innovation, Marymount University
- Graduate Certificate, Emergency Management; Florida State University
- MS, Sports Administration; Florida State University
- BS, Marine Science; Jacksonville University

CERTIFICATIONS

- Cohort 7, FEMA National Emergency Management Executive Academy
- MPM, Masters Program Managers Certificate, AAPM
- CIPM, International Program Managers Certificate, AAPM
- Certified Emergency Manager (CEM), International Association of Emergency Managers
- Florida Professional Emergency Manager (FPEM)

EXPERIENCE

Hurricane Helene and Milton Recovery

- Manged the deployment of mulitple IMTs and indiviual members across three states for Hurricane Helene and Milton, supporting local EOCs during landfall, Logisitics post landfall and Individual Assistance support for Housing missions. Additionally Shanti supported the City of Tampa as their Plans Chief during landfall. Continued to support various counties with IMTs.

Hurricane Idalia Recovery

- ***AdventHealth North Pinellas*** **-** Assisted with stakeholder coordination, and project proposal development for $88.5M in HMGP funds to install a multi-stage generator capable of powering the entire hospital.

Hurricane Ian Recovery

- ***Johns Hopkins All Children's Hospital and Outpatient facilities*** across Pinellas, Pasco, Polk, Hillsborough, and Lee Counties for $800,000 Public Assistance and $18M in HMGP applications
- ***Greater Naples Fire Rescue District Firehouse*** - Hardening and residential Home Elevation; $4.5M in HMPG Grant Applications
- ***Lee County School District*** - $25M in HMGP applications and $50.5M in CDBG-DR Infrastructure applications

Hurricane Michael Recovery

- ***State of Florida SEOC Support*** – Hurricane Michael ESF 6 Mass Care Support, providing SME support to the EDF 6 ECO for two weeks following Hurricane Michael. Supported assessment of feeding and access needs for communities impacted by the hurricane and developing new and innovative in coordination with Feeding Florida to support the rural communities in need.

Hurricane Irma Recovery

- ***Rebuild Florida Voluntary Home Buy Out*** - Supported the City of Bonita Springs through the CDBG-DR Grant Applications and recipient qualifications. Qualified 42 homeowners, and the City received the full $5M grant award and over $15M in HMGP.
- ***Clay County, FL.*** **-** Project Manager. Oversaw the Grant Application process for the Florida CDBG-DR Voluntary Home Buy Out program and for recipient qualifications for Clay County. $5M in CDBG-DR Home Buy Out.

GINA VOUGHT, FPEM
SENIOR GRANT WRITER

Gina serves as an Emergency Management Project Manager for iParametrics (iP) and will serve as a Senior Grant Writer for this engagement. Gina has over 20 years of experience working in emergency services, serving in a variety of roles in her career. She has experience designing, planning, and evaluating various exercise programs for clients, in addition to utilizing and interpreting community Emergency Operations Plans (EOP) while preparing After-Action Reports (AAR) to identify areas of improvement. She has also served as a grant manager/administrator for a variety of clients. Gina is a skilled consultant specializing in Community Development Block Grant Disaster Recovery (CDBG-DR) applications. She possesses a strong blend of technical expertise in grant writing, budgeting, and data analysis, alongside a deep understanding of community development and disaster recovery principles. Known for her meticulous attention to detail and excellent communication skills, Gina excels in navigating complex regulations and collaborating with diverse stakeholders to secure essential funding for disaster-impacted communities.

EDUCATION

- BA, Management of Criminal Justice Administration, Columbia College of Missouri

CERTIFICATIONS

- Florida Professional Emergency Manager (FPEM)

TRAINING

- NIMS ICS All-Hazards Finance / Administration Section Chief
- NIMS ICS All-Hazards Planning Section Chief
- NIMS ICS All-Hazards Resource and Demobilization Unit Leader Certificate
- NIMS ICS Liaison Officer
- HSEEP
- National Fire Academy USFA Type 3 Incident Management Team Training

EXPERIENCE

- **Lee County School District, Florida - CDBG-DR Hurricane Ian Recovery |** As a sub iP assisted client with developing viable projects for CDBG-DR Planning and Infrastructure grant consideration. Provided technical oversight and guidance for successful application development and submission. These were for $500,000 for CDBG-DR planning funds for District-wide Vulnerability Assessment which has been funded and $50 million for District-wide Infrastructure Hardening which has been approved by the County and sent to HUD for final approval.
- **St. Johns County, FL - CDBG-DR (Grant Administrator) |** Responsible for administering the County's (and Florida's) first CDBG-DR grant award for Hermine-Matthew Recovery. Managed $89 million in funding and worked on various projects, including eight public works projects, three utility projects, two multifamily housing complexes, and a large-scale individual Home Repair/Replacement project. Gina also served as a subject matter expert (SME) for CDBG-DR program areas for the County and as a CDBG-DR Environmental Compliance Officer. She was also responsible for providing detailed and accurate reports to FDEO and HUD for the program.
- **Greater Naples Fire Rescue District, Florida – CDBG-DR Hurricane Ian and Idalia Recovery |** Assisted client with developing viable projects for CDBG-DR Planning and Infrastructure grant consideration. Provided technical oversight and guidance for successful application development and submission. The funds were for $988k for CDBG-DR planning funds.

JESSIE BOYER
GRANT CONSULTANT

Jessie Boyer serves as an Emergency Manager for iParametrics, and has worked in the field of emergency management for five years and possess a drive for problem solving focused on regional and community issues. She is passionate about people, human rights, and the environment. Jessie is a Mitigation Grant Writer with experience in program design, building, and implementation. She is knowledgeable with HMGP, CDBG-MIT, CDBG-DR and other related grants for disaster recovery, having provided support for General Planning Support Programs (GPS), Critical Facility Hardening Programs (CFHP), and General Infrastructure Programs (GIP) throughout Florida for the Florida Department of Economic Opportunity.

EDUCATION

- MS, International Affairs, Florida State University
- BS, International Affairs and Chinese Language and Culture, Florida State University

CERTIFICATIONS

- Florida Certified Contract Manager
- Emergency Management and Homeland Security Certificate, 2020, FSU Emergency Management & Homeland Security Program
- FEMA Certificates, IS-100, IS-120, IS-200, IS-230.d, IS-230.c, IS-235.c, IS-321, IS-393.b, IS-700, and IS-800

EXPERIENCE

- **Johns Hopkins All Children's Hospital - Hazard Mitigation Grant Program (HMGP) (Grant Consultant II) -** Supporting Hurricane Ian Recovery. Assisted in RFI requests from the state of Florida and facilitating the proper submission of grant applications, ensuring all documentation was complete and provided on time in the proper format.
- **AdventHealth - North Pinellas, Tarpoon Springs, Florida, Grant Writing and Disaster Recovery - (Grant Consultant II) -** Assisted with LMS, stakeholder coordination, and HMGP project proposal development. We provided technical guidance and subject matter expertise. The project will be added to the LMS project list to evaluate and consider for the next Notice of Funding Availability (NOFA).
- **Greater Naples Fire Rescue District – HMGP, Hurricane Ian and Idalia Recovery and CDBG-DR (Grant Writer & Grant Consultant) -** Assisted with the development of viable projects for HMGP consideration, application development, and submittal of the HMGP application, and provide technical assistance to the client during the application and pre-award process.
- Lee County School District – HMGP Hurricane Ian Recovery (subcontractor). Assisted client with developing viable projects for HMGP consideration, application development, and submission. Provided technical assistance to the client during the application and pre-award process
- **Florida Department of Economic Opportunity (Deputy Bureau Chief)** Oversaw seven CDBG-DR programs that responded to Hurricanes Michael, Irma, Hermine, and Matthew and had a combined total of over $447 million in federal HUD funding. Assisted the Bureau Chief in overseeing 14 different programs that have a combined total of over $1.5 billion in federal HUD funding in the Bureau of Economic Recovery. Programs included Workforce Recovery Training Programs, Housing Repair and Replacement Programs, Hometown Revitalization Programs, and Voluntary Home Buyouts.

Experience

Project Experience

The scope of this contract encompasses a wide range of services related to the design, permitting, and construction of the Newton Park Beach Facility, with a focus on resilient design and advancing the community's mitigation efforts to reduce future risks from climate-related impacts. ***JR Evans Engineering***, along with key members of the Project Team, brings extensive experience in water resources engineering and flood risk mitigation for both public and private sector clients across the State of Florida. Notably, this team led the development of the Village of Estero Stormwater Master Plan, which evaluated the impacts of Invest 92L and Hurricane Irma and identified critical flood mitigation projects for incorporation into the Village's Capital Improvement Plan. One such project involved securing State Hazard Mitigation Grant Program (HMGP) funding, including the preparation of technical analyses to demonstrate regional benefits.

Additionally, in the past year, the team performed watershed and hydrologic modeling for the Verdana Village development in east Lee County. This work included building a detailed 2D surface and groundwater model using ICPR4 to assess the benefits of a restored flow-way system.

Since the impact of Hurricane Ian, ***JR Evans Engineering*** has also supported numerous restoration and improvement projects along Florida's Gulf Coast—including in Village of Estero, Bonita Springs, Sanibel Island, and Fort Myers Beach—requiring extensive coordination with FDEP for Coastal Construction Control Line (CCCL) permitting and local jurisdictional approvals.

The Project Team also includes **GMA Architects & Planners, Inc.** and **Pergola, Inc.**, both of whom bring specialized experience in the restoration of storm-damaged properties in coastal environments and working with CDBG-DR and federally funded projects. Their expertise in sustainable and resilient design, paired with JR Evans Engineering's deep understanding of coastal flood risk and stormwater systems, ensures an integrated, end-to-end approach to this project's successful delivery.

The following pages provide detailed descriptions of representative projects completed by J***R Evans Engineering*** and our collaborating team members.

<u>Related Experience:</u>

VILLAGE OF ESTERO STORMWATER MASTER PLAN, Village of Estero**,** FL
Client/Contact: Steve Sarkozy, 239-221-5035,
Completion Date: June 2019
The Village of Estero hired the ***JR Evans Engineering*** team to prepare a specific Stormwater Master Plan for The Village with the objective of creating a detailed and calibrated model of the Village's stormwater infrastructure to be utilized in evaluating the system for improvements, defining regulatory activities, and assessing impacts of other development projects. The initial steps of the project included comprehensive data collection, obtaining additional survey information, verification of the status of implementation of the recommendations contained within the 1999/2009 South Lee

County Watershed Plan and Update and meetings with community officials and stakeholders to collect records of problem areas.

Once all the data was collected and complied, the existing MIKE SHE integrated surface/ground water model prepared for the South Lee County Watershed Plan Update in 2008 was updated by the sub consultant, Water Science Associates, to reflect mode current hydrologic conditions of the basins within and adjacent to The Village. Water Science Associates conducted hydrologic and hydraulic modeling using MIKE SHE/MIKE 11 for the Estero River watershed that included the watersheds of Mullock Creek, Estero River, Halfway Creek, and the Imperial River. The model domain included portions of Six Mile Cypress and Able Canal so that boundary conditions did not affect the primary study area (Estero River and Halfway Creek). The model was calibrated using more than 200 surface and ground water stations for 2013-2014. All key culverts, weirs, gates, and bridges within the study area were included in the model. Design storm simulations for the 25- and 100-year events were conducted using the calibrated model, and the 100-year design storm results were compared to observed water levels during large rainfall events in August and September 2017. Due to the noted differences in the comparison, an inventory of high-water marks for the 2017 events were obtained and used as additional calibration points for the model. Once the 2017 calibration was completed for the foundation MIKE SHE models, the resulting flows and stages for the tributaries coming into The Village of Estero were used as data input for the basin-specific model of The Village.

The next steps included building a more detailed model to analyze the major drainage networks within The Village utilizing the ICPR, Version 4 program. Once the ICPR Model was established, the ***JR Evans Engineering*** team analyzed the waterways within The Village to evaluate existing conditions, document problem areas and consider alternatives for addressing the noted problem areas. As a sub-task to the Master Plan project, the *J.R. Evans Engineering* team also identified three (3) known small scale drainage issues within The Village and conducted evaluations to prepare a recommended improvement plan/activity for each.

VILLAGE OF ESTERO BROADWAY AVE. WEST DRAINAGE IMPROVEMENTS,
Broadway Ave. West and Trailside Drive, Village of Estero, FL
Client /Contact: Village of Estero, Steve Sarkozy, 239-221-5035
Completion Date: November 2018

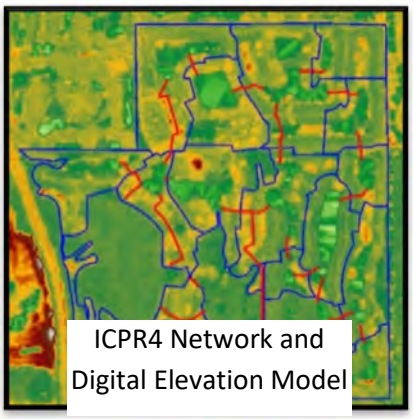
JR Evans Engineering prepared a specific drainage improvement plan for a known area of concern with respect to flooding located at Broadway Ave. West and the Trailside community. The existing main conveyance of flood waters within the Trailside community had become compromised and the culvert under Broadway Ave. was failing. The project team prepared a watershed analysis to establish existing conditions and evaluate improvements to the existing drainage infrastructure. Based on the study results, an improvement plan was prepared involving replacing an existing

drainage culvert under Broadway Ave. West and modifying the connecting structures. Detailed construction plans were prepared and permitting was conducted with the Village of Estero and Lee County Utilities.

JR Evans Engineering also provided construction coordination assistance. In addition to design services and permitting services, ***JR Evans Engineering*** also coordinated with the Village of Estero and FEMA representative to secure grant funding for the mitigation project. The project team worked closely with FEMA to prepare a detailed cost estimate for the project in compliance with FEMA's requirements and itemized list.

QUAIL WEST SURFACE WATER MANAGEMENT SYSTEM IMPROVEMENTS,
South of Bonita Beach Road, Bonita Springs & Collier County, FL
Client/Contact: Quail West Foundation, Inc., Nathan Gingrich, 239-593-4121
Completion Date: December 2019

The Quail West Foundation hired the ***JR Evans Engineering*** team to prepare a calibrated hydrology and hydraulic model for the Quail West community's surface water management system, with the objective of proposing and designing multiple drainage improvement projects. During the significant rain events of late August 2017 and Hurricane Irma, the Quail West community experienced extended periods of elevated roadway flooding, even impacting several residential structures.


ICPR4 Network and Digital Elevation Model

The initial steps of the project included comprehensive data collection, obtaining additional survey information, verifying permitted conditions and verifying the conditions of the drainage infrastructure (e.g. debris/sediment blockages within lake interconnects). Once all the data was collected and complied, existing conditions ICPR4 hydrology and hydraulic model were created and calibrated. The model included sub-basins with land cover-soil complex data, lake interconnects with material and debris/sediment blockage data, and storage nodes with LiDAR based stage-area data. The ICPR4 model utilized georeferenced map layers for quicker data processing of the required hydrologic parameters. Map layers for the project area's hydrologic soil groups, land cover/land uses, NEXRAD rainfall cells and basin boundaries were prepared in ArcGIS. The model was calibrated using the NEXRAD rainfall data specific to the project area from August 20th, 2017, to September 20th, 2017, during which time the storm events INVEST 92L and Hurricane Irma occurred. Drone video and aerial photography taken between September 12th and September 14th, 2017, were used to estimate peak stages in each of the twenty-three (23) sub-basins. Adjustments were made to several parameters during the calibration process until peak model stages were consistent with the observed peak stages.

Once the ICPR4 Model was calibrated, the ***JR Evans Engineering*** team analyzed the results of each sub-basin and lake interconnect within the system to evaluate potential problem areas in the community. Problem areas were identified by reviewing the calibrated model results and noting where large differences in peak stages of adjacent sub-basins occurred and where incoming flows were much greater than outgoing flows in a sub-basin. Problem areas were also identified during the data collection phase when documenting the observed peak stages throughout the development's sub-basins.

The ***JR Evans Engineering*** team determined fourteen (14) improvement projects that would prove beneficial to the community when implemented. The improvement projects were determined using an iterative process and with cost in mind, resulting in the greatest benefit to the community without unjustified costs. Implementation methods and potential impacts of the improvement projects were also considered to limit the disruption to the golf course, traffic/residential roadways and existing homes. The project included preparing map exhibits of the proposed improvements, cost estimates and permitting requirements for the implementation of the improvement projects.

In addition to the surface water management system analysis, the ***JR Evans Engineering*** team prepared construction-level plans for the prioritized "Phase One" stormwater improvements and facilitated the permitting process through SFWMD, City of Bonita Springs and Collier County. ***JR Evans Engineering*** provided supporting engineering inspection services during construction and facilitated the certification process upon completion. The Phase One improvements were completed in late Spring 2025 and provided significant improvements with reduced peak stages during the early summer storm events of 2025

THE PLACE AT CORKSCREW, Lee County, FL
Client/Contact: Ray Blacksmith, 239-425-8662
Completion Date: On-going

The project included civil engineering, planning, transportation services, surveying, and hydrogeological services necessary to design and permit a 1,361 acre project located in Lee County, along the north side of

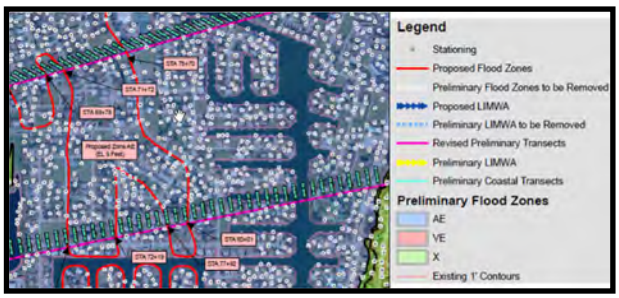
Corksrew Road. The project provides a plan that incorporates three defined flow-way restoration corridors traversing from north to south through the property. The purpose of the flow-way restoration corridors is to restore flow patterns and aid in relieving flooding issues for properties located to the west. Special consideration was given to all aspects of water management including water quality, floodplain storage, and restoration and maintaining function of proposed restored flow-ways. The project involved creating a integrated model to simiuate the surface water management system of the development basins combined with the flow-way restoration basins. The integrated approach of development design, hydrology considerations, and appropriately designed drainage infrastructure created an cohesive development with ecological enhancements, water quality improvements to sensitive ecosystems, while still providing flood protection for the public. Inside the community, the ***JR Evans Engineering*** project team facilitated the design and permitting for all the utility infrastructure, including 58,000 LF of water main, 6,500 LF of force main and five (5) wastewater lift stations. For **geotechnical engineering** support, **YPC Consulting** provided the needed soils investigation and design recommendations The project involved a coordinated effort with input from Lee County Natural Resources, Lee County Department of Transportation (LDOT), Lee County Utilities, and South Florida

Water Management District (SFWMD), all in partnerhsip with the landowner/developer to meet long term flow-way restoration and water supply goals of their respective agencies.

CITY OF FORT MYERS -FEMA RISK MAP-FLOODPLAIN MANAGEMENT CONSULTING SERVICES /FOLLOW-UP LOMR, Fort Myers, FL
Client Contact: Brent Brewster, 239-321-7932
Start/End Date: December 2018–October 2023

The City of Fort Myers engaged ***JR Evans Engineering*** to provide review and assessment services of the FEMA Southwest Florida Coastal Risk MAP Development process for the City and incorporated lands. The ***JR Evans Engineering*** project team conducted a detailed review of the Risk MAP products and preliminary coastal special flood hazard area (SFHA) mapping. Based on the results of the assessment, the team conducted additional coastal analyses with modeling additional transects to further evaluate and compare with FEMA's preliminary mapping. The project team prepared recommended revisions to the proposed coastal mapping, including a technical report to support the revisions, which was ultimately submitted to the FEMA team as a technical appeal study for review and consideration. ***JR Evans Engineering*** completed the appeal process with FEMA and followed up with a City-Wide Coastal Letter of Map Revision (LOMR) to formalize warranted revisions to the most recent mapping of coastal flood hazard areas.

CITY OF MARCO ISLAND -FEMA RISK MAP-FLOODPLAIN MANAGEMENT CONSULTING SERVICES, Marco Island, FL
Client Contact: Raul Perez, 239-389-5000
Start/End Date: January 2020–2023



The City of Marco Island engaged ***JR Evans Engineering*** to provide review and assessment services of the FEMA Southwest Florida Coastal Risk MAP Development process for the City and incorporated lands. The ***JR Evans Engineering*** project team conducted a detailed review of the Risk MAP products and preliminary coastal special flood hazard area (SFHA) mapping affecting the City. Based on the results of the initial assessment, the team identified potential opportunities to refine the proposed SFHA mapping. Therefore, the project team proceeded with conducting an additional coastal analysis of FEMA'S defined transects to incorporate more detail and further evaluate and compare with FEMA's preliminary mapping. The project team prepared recommended revisions to the proposed coastal mapping, including a technical report that was submitted to the FEMA team for review and consideration. ***J.R. Evans***

Engineering completed the appeal process through FEMA and many of the proposed revisions to the proposed mapping were incorporated into the Current Effective Flood Maps for Collier County, dared February 2024.

ESTERO ISLAND BEACH CLUB DRAINAGE IMPROVEMENT PROJECT, Town of Fort Myers Beach, FL
Client/Contact: John Shaw, 239-481-9580
Completion Date: March 2016

JR Evans Engineering provided services to the Estero Island Beach Club property located on Fort Myers Beach to modify the roof drainage collection system with a new conveyance system to direct run-off away from the adjacent open beach to an on-site detention system for property treatment and storage. The purpose of the project included an improvement to the older system in order to avoid point sources of stormwater discharge from private property to the beach. The services included preparing the engineering design and plans for the system modifications and permitting through the Town of Fort Myers Beach.

ADMIRALTY POINT CONDOMIMIUM- STORMWATER TREATMENT IMPROVEMENT, Naples, FL
Client Contact: Rob Ardent, 239-495-3428
Start/End Date: September 2018- November 2020

The Admiralty Point Condominium Association engaged ***JR Evans Engineering*** to design and permit a stormwater management improvement project to address an existing open small detention pond that was adversely impacted by a construction project involving renovations to the adjacent Clubhouse and Administration buildings. The Admiralty Point Condominium Building is located in the City of Naples and the site address is 2300 Gulf Shore Boulevard North. The main scope of the project included an improvement to the detention area to provide sufficient storage and treatment of stormwater runoff and enhance the use of the entrance area to the clubhouse and administrative offices.

The goals of this project included the design and implementation of an attractive detention area design that utilizes the available land efficiently, optimizes the drainage system and eliminates potential hazards to the public and pedestrians. The project's construction includes the removal of the paver walkway and shuffleboard court, installing StormTech stormwater retention chambers underneath these areas, reinstalling/expanding the paver walkway, and reinstalling the shuffleboard court. This improvement restored the original water quality volume for the Admiralty Point amenity buildings. The original detention pond provided 916 CF of storage. The proposed improvement restores the original water quality volume and provides a total of ±1083 CF of storage. After the water quality treatment stage is achieved within the system, the discharge enters the connected master storm drainage system within the

condominium property and ultimately outfalls to Moorings Bay. The project was successfully permitted through the City of Naples and constructed per original design plans and specifications.

SOUTHBAY DRIVE AND VANDERBILT BEACH ROAD CONSTRUCTION PLAN (CNST) AND ROW PERMIT, Collier County, FL

JR Evans Engineering was responsible for design, project team coordination, construction plan production, permitting, and construction inspection for this project located in Collier County. The project included the total redevelopment of the roadway system surrounding the Ritz Carlton Residences. Southbay Drive was designed and constructed to current County standards. This resulted in closed roadway drainage, widened streets, bike paths, street lighting, water main and force main improvements, and sidewalk on both sides of the street. Improvements to Vanderbilt Beach Road included a right turn lane, 8-foot activity path, street lighting, water main improvements, and intersection signal. Specific permitting services for this project included SFWMD Environmental Resource permitting, Collier County Right-of-Way permitting, and Collier County Department of Transportation permitting with extensive coordination with Collier County to accommodate desired roadway improvements. The project is now complete and has been certified and turned over to Collier County.

<u>Related experience with CDBG-DR and Federal Funded Projects:</u>

As mentioned, ***JR Evans Engineering*** has experience leading and supporting flood mitigation projects specifically targeted for state funding through the State Hazard Mitigation Grant Program (HMGP) and federal funding. Our project team fully understands the rigorous documentation, reporting, and compliance requirements associated with federally funded projects and is well-versed in maintaining the records necessary to support grant administration and reimbursement processes. Our partner firm, **GMA Architects & Planners**, brings significant additional experience managing projects funded through CDBG and other federal sources. Representative projects include:

- **Immokalee Fire Station 30** – Construction was partially funded through a CDBG grant. The project required full compliance with the **Davis-Bacon Act**, detailed subcontractor payroll tracking, and oversight by a grant administrator.
    - Design and construction documents were developed under a CDBG Small Non-Construction Contract (<$150,000).
    - Compliance with all grant conditions was maintained throughout the project.
    - GMA provided ongoing progress updates and deliverables to support the client's submissions to the grant coordinator.
- **Fort Myers Beach Fire Station 31** – Supported by state disaster recovery funds and delivered on an accelerated schedule to meet hurricane recovery deadlines. This project demonstrated the team's ability to perform under urgent timelines while maintaining compliance and quality.
- **Goodwill Headquarters** – Funded through a combination of CDBG-DR and state disaster recovery sources to support communities impacted by hurricanes. The project showcased strong

coordination among funding agencies and meticulous management of cost, schedule, and documentation requirements.

Through these and similar projects, our team has gained valuable experience navigating the unique challenges associated with federally funded work. Examples include:

- **Managing Complex Compliance Requirements:** Federal stipulations such as Davis-Bacon wage reporting were addressed through proactive labor compliance systems and early designation of responsible personnel across all contractors.
- **Meeting Time-Sensitive Funding Deadlines:** Fast-tracked permitting, careful scheduling, and close coordination with grant administrators ensured adherence to strict funding timelines.
- **Maintaining Fiscal Accountability:** Transparent cost reporting and phased implementation strategies were employed to align budget and scope requirements while maintaining project integrity.

Overall, the **J.R. Evans Engineering Project Team** brings a proven record of success on CDBG-DR and other federally funded projects. Our staff and partners are highly familiar with compliance standards, documentation protocols, and coordination among multiple funding and oversight entities. We offer robust in-house capabilities for construction administration, specification writing, QA/QC review, and compliance reporting—supported by digital tools such as Procore and shared modeling platforms to ensure consistent quality and accountability from design through project completion.

Representative Projects of Pergola, Inc.

INDIES WEST AT MOORING, Collier County,

Indies West is a six-acre site situated on Naples Beach and Gordon Pass. Pergola, Inc. obtained design input from the owners, developed a budget and schedule, and coordinated with the board of directors. Following this, a rendered concept plan was produced, and further owner input was received and incorporated. The planting and irrigation plans were developed by **Pergola, Inc**. and submitted to the Natural Resources Department for a Coastal Construction Setback Line (CCSL) permit. The implementation started with the excavation and disposal of two feet of sand that covered the beachside of the property. After that, the irrigation and landscape drainage systems were assessed, repaired, or replaced based on condition. Approximately one hundred downspouts had to be located and connected to corrugated pipe that led to NDS area drains downslope from the buildings. After that, the detailed grading was completed, washed-out areas were repaired and stabilized, and the existing plants were inventoried for coordination with the design. Following that, the new planting design was implemented.

THE SURFSIDE CLUB, Collier County

The Surfside Club is a 64-unit condominium property on Naples Beach next door to the Naples Beach Hotel site. Its landscape was destroyed twice, once by Hurricane Ian and again by Hurricane Helene. **Pergola, Inc**. restored the landscape both times, starting with the excavation of five feet (depth) of sand that covered the western third of the property. The project followed the same process used at Indies West, including stakeholder assessment, budget and schedule development, coordination with the board of directors, and permit attainment.

Parks and Recreation Projects

QUALITY LIFE CENTER

TRAILHEAD PARK

NORTH FORT MYERS COMMUNITY

PARK MANATEEPARK/REGIONAL PARK

CENTENNIAL PARK

RIVERSIDE PARK RECREATION CENTER

LAKES PARK CONCESSION

LEHIGH ACRES COMMUNITY PARK

SANDOVAL COMMUNITY CENTER

HARLEM HEIGHTS COMMUNITY CENTER

SOMERSET RECREATION CENTER

BRIDGETOWN RECREATION CENTER

OYSTER CREEK PARK

AMBERJACK SLOUGH PARK

CHARLOTTE COUNTY PARK

PORT CHARLOTTE BEACH PARK FRANZ

ROSS PARK

CARMELITA PARK

SUNRISE PARK

ROTONDA PARK

BONITA SPRINGS PARK

SOUTH NAPLES PARK

WARD ONE COMMUNITY CENTER

EAGLE LAKES PARK

BONITA SPRINGS RECREATION CENTER

TRINGALI COMMUNITY CENTER

GUADALUPE FAMILY CENTER

Client:
City of Fort Myers

Size:
N/A

Cost:
N/A

Completion Date:
1987

Centennial Park and Riverwalk has served as a unifying element along the Caloosahatchee River in Downtown Fort Myers.

The First Phase of the project was Centennial Park. This area of the river was filled to create land which would become a focal point for community activities such as concerts, art shows, and ethnic festivals. GMA Architects, along with a team of urban designers, developed the design concept and details, which reflected historic river development. Among the historic elements was the use of metal roofs, brick paving, a reproduction of the original balustrade designs of the old Edison Bridge.

Phase Two was the extension of the park into the Riverwalk. This includes brick detailed walkways, balustrades, landscaping, seating areas, and a series of shelters which include interpretive, educational displays which in words and graphics portray the history of the development of old Fort Myers along the riverfront.

Client:
City of Fort Myers

Size:
10,000 Sq. Ft.

Cost:
$2.6M

Completion Date:
2000

The community center at Riverside Park is located on the shore of the Caloosahatchee River in East Fort Myers. The 10,000 square foot building contains a ceramics studio, woodworking shop, meeting room, full kitchen and an auditorium with a working stage.

The councilman representing the ward where the facility is located was concerned for his citizens that the building be architecturally appropriate. While outwardly, the community has a mix of light industrial, mobile homes and dated strip commercial, the core of the riverfront residential neighborhood has many fine historic homes originally owned by some of Fort Myers' earliest residents. GMA Architects did an exhaustive survey of the best examples the neighborhoods had to offer. This led to the design of the building which featured deep wrap around porches, trunkated columns, and materials and detail reminiscent of the fine original homes. In his comments after reviewing the design, councilman Robert Anderson simply said "it fits."

Client
City of Fort Myers

Project Size
2– 200 Sq. Ft. Picnic Shelter
1– 800 Sq. Ft. Picnic Shelter
1– 814 Sq. Ft. Combination Restroom/Picnic Shelter/Storage and Electrical Room

Project Cost
N/A

Completion Date
2008

Approach to Providing Services

Project Understanding and Approach to Providing Services

The ***JR Evans Engineering, P.A.*** team recognizes the **historical and cultural significance** of the Newton Park Beach Facility, the former site of the Seven Seas Cottage and the cherished home of Jim and Ellie Newton. This project presents a unique opportunity for the Town to:

- **Rehabilitate and enhance the Park's infrastructure and natural features**
- **Provide passive recreational and educational opportunities for residents and visitors**
- **Create a public space that prioritizes sustainable design and fosters community engagement**
- **Celebrate the site's legacy by incorporating interpretive elements that honor the Seven Seas Cottage and the enduring contributions of Jim and Ellie Newton**

Our Project Team specializes in the restoration of hurricane-damaged properties and landscapes, with a focus on helping property owners rebuild in ways that honor historical character, respect environmental systems, foster learning, and meet all applicable code requirements. When Hurricane Ian struck, it did more than wash away the Seven Seas Cottage—it disrupted cherished memories and the sense of peace for residents and visitors alike. That's why it is essential to approach the restoration with purpose, ensuring the result resonates deeply with the community it serves.

We are fully committed to meeting the objectives outlined in the Town's RFQ and believe our approach—integrating historical context, environmental stewardship, sustainability, and universal accessibility—is exceptionally well aligned with your vision for this project.

Below, we outline the ***JR Evans Engineering, P.A.*** Team's strategic approach to effectively executing this project and achieving its intended goals.

Kick-off Meeting

At ***JR Evans Engineering, P.A.,*** we believe that a successful project begins with effective project management. Elizabeth Fountain, P.E., CFM will serve as the **Project Director** and the liaison and main point of contact for the Town of Fort Myers Beach (Town) for the project. With a focus on communication, a Project Management Plan will be created to define, prepare, and coordinate the project team, communication, scope, execution, schedule, budget, risks, changes, and quality control.

Communication

It is important to have frequent and open communication throughout the project. It is also important to be sure there is consistent communication with all members of the project team, sub-consultants, and the public. Regularly reoccurring progress meetings will be held with the Town to communicate the current project progress as well as any identified challenges or potential risks.

Project Scope, Budget, Schedule

Prior to the execution of this contract, ***JR Evans Engineering, P.A.*** will provide a project scope, schedule, and fee. This scope will outline the specific tasks which will be performed for the Town as well as the assumptions and exclusions. A schedule with the timeframes to complete milestones and project tasks will be developed and provided with the scope. Our project manager will coordinate with the Town's project manager to ensure that the scope will satisfy their needs.

Project Execution
A "kick-off" meeting will be held prior to the beginning of the project. This meeting provides the opportunity to share and review the project deliverables, schedule, important milestones, budget, and other relevant information with all members of the team. Immediately following the "Kick-off" meeting, we will provide a detailed written account of the meeting minutes and presentation items, along with the established schedule.

Data Collection

A critical first step in the design process is identifying gaps in existing and available data, including topographic, bathymetric, and environmental surveys. To enhance the accuracy of the project design and infrastructure design for the project, **BBLS Surveyors** will collect survey data to verify existing conditions. The survey will extend beyond the property footprint to capture adjacent areas, ensuring adequate coverage for potential access connections, drainage and utility connections, etc.

Additionally, the team will spend time in the field identifying the natural, cultural and historical resources. The team will pay special attention to identifying protected and rare plant and wildlife species in consideration with the resource's historic, current, and future use. We use all the tools that are available including historic aerials, historic Water Management District and USACE permits, soils mapping, LiDAR, State historic files, etc.

Beyond survey and environmental data, **YPC Consulting** will conduct a field investigation to assess soil conditions within the project area. This geotechnical analysis will confirm soil properties, identify potential construction constraints, and provide key parameters for the design of any structures proposed within the Park.

Upon completion of this task, the team will deliver a comprehensive report detailing:

- The data collection process
- Findings and resolved gaps or inaccuracies
- A detailed Boundary and Topographic Survey , suitable for design and permitting process through Florida Department of Environmental Protection (FDEP CCCL Permit) and local jurisdictions.
- A detailed Soils Investigation Report
- A detailed Environmental/Ecological Assessment Report

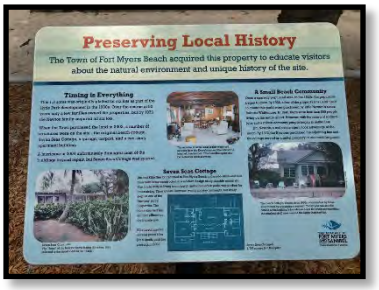
This report will equip Town staff with a clear and actionable data foundation for the Final Design, ensuring alignment with project objectives and regulatory compliance.

Conceptual Plan Revie and Refinement

JR Evans Engineering, P.A. **Project Team** brings a deep background in evaluating public coastal properties for enhancement opportunities and developing plans that balance resilience, environmental stewardship, and community benefit. For the Newton Park Beach Facility project, our multidisciplinary team includes:

- **Pennoni Associates, Inc.**, leading environmental and ecological assessments;
- **GMA Architects & Planners**, providing full architectural design services; and
- **Pergola, Inc.**, offering expertise in landscape architecture and hardscape design tailored to coastal conditions.

As an initial step, our team has conducted a preliminary review of the "Potential Plans Newton Park" rendering included in the RFQ Solicitation package. We propose the following considerations to enhance and refine the Master Conceptual Plan:



- **Architectural Integration of Historical Significance**: The site holds deep community meaning as the former location of the Seven Seas Cottage. We recommend incorporating architectural features that reflect the original structure—such as old Florida-style design elements (color palette, rooflines, and materials)—while using resilient, modern construction methods. Interpretive signage can be added to honor and tell the story of the site's history.
- **Recreating the Seven Seas Cottage Footprint**: The plan could

include:
    - A seat wall outlining the original cottage footprint, and/or
    - A decorative paver design mimicking the interior layout of the former home.
- **Restroom and Utility Structures**: Design these support structures to echo the cottage's historic aesthetic using traditional materials such as tabby concrete or shell stone, enhancing cohesion and cultural connection.
- **Shaded Gathering Space**: Incorporate a pavilion structure—possibly a chickee hut or shaded area beneath a grove of Sabal Palms—with board-and-batten siding and finishes reminiscent of the historic home.
- **Ecologically Native Landscape**: Implement a coastal plant palette using native species like Sea Grape, Scaevola, Sea Oats, Railroad Vine, and Golden Creeper to promote ecological function and minimize maintenance.

- **Interpretive Pathways**: Create a looping, accessible path system with botanical and historical markers, enabling users to engage with the landscape and the site's past.
- **Integrated Connectivity**: Ensure that pathways connect seamlessly to the beach, Estero Boulevard, surrounding side streets, and future amenities.
- **Environmentally Responsible Circulation and Drainage**:
    - Design parking and vehicular areas using pervious pavement systems for low-impact stormwater management.
    - Integrate a surface water management system that treats and detains stormwater before it discharges to the Town's drainage system, increasing both flood resilience and water quality outcomes.

Following this conceptual refinement, our team will collaborate with Town staff to review findings, establish priorities, and finalize a Master Design Concept Plan that reflects the Town's vision. As part of this phase, we **strongly recommend including a public outreach and engagement component** to gather input from residents, stakeholders, and park users. Engaging the community early in the process ensures that the final park design not only aligns with the Town's technical and regulatory goals, but also captures the values, needs, and aspirations of the people it serves. Public input can help validate design choices, inspire creative solutions, and foster long-term community support for the park's redevelopment. This inclusive approach supports a more resilient, functional, and meaningful public space for Fort Myers Beach.

Facility Design and Permitting

Once we have a design concept and basis of design, we will proceed with final design and permitting tasks. Site survey and onsite wetlands wildlife and cultural resources surveys will be early efforts since much of the rest of the design would depend on them. In fact, we would likely proceed with these two activities before concluding the final design phase once we know the Town is comfortable with the design concept. Moving these activities up in the schedule allows the team to transition straight into design and permitting with no delay.

The project team will provide construction documents deliverables at the 30%, 60%, 90%, and 100% levels. We will review each deliverable with the Town and incorporate your comments into the next deliverable. The 30% submittal will include design-based documents, construction drawings and a table of contents for the proposed technical specifications. Updated construction drawings and draft specification sections will be submitted for 60 and 90% review. The 90% and 100% (bid-ready) submittals will also include Town front-end documents. Each submittal will include an opinion of probable construction costs prepared following the ASTM E2516-11 standard. We will combine our statewide experience on similar projects along with our Town experience to develop as accurate of a cost estimate as possible. The accuracy for a project like this is especially important for budgeting purposes as well as to ensure that the Town is keeping in line with the allocated amount of grant funding for the project.

The ***JR Evans Engineering, P.A.*** **team** will conduct pre-application meetings with the South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP) to review the project and address agency concerns related to ERP and Coastal Construction Control Line (CCCL) permits.

Following these discussions, we will prepare and submit the required permit applications to the respective agencies. Additionally, we will further assess the proposed construction site for listed and endangered species and evaluate the potential presence of cultural resources.

Team member **Pennoni Associates, Inc. (PAI)** will work closely with the Town of Fort Myers Beach and the ***JR Evans Engineering, P.A.*** team, leveraging a collaborative, interdisciplinary approach to bring together a team of experts. Both JREE and PAI provide a unique understanding and extensive expertise for the environmental and ecological component of the proposed park reconstruction. The unique understanding of the physical and hydrological forces that act upon wetland and coastal systems is fundamental to the ultimate long-term success of all coastal infrastructure projects. Upon initial field review activities and data review, ***JR Evans Engineering, P.A.*** will develop engineering plans which will minimize impacts to the surrounding landscape while mitigating future flood risks as well as integrate historic components with climate-resilient park infrastructure and landscaping. Upon agreement with the Town of Fort Myers Beach staff on a plan, permitting-approved modeling techniques will be utilized to predict maximum water levels and adhere to FEMA flood standards. **Pennoni Associates, Inc.** staff are very familiar with working in coastal communities and Fort Myers Beach Specifically. Currently, **Pennoni Associates, Inc.** staff is conducting CEI on the Big Carlos Bridge. In addition to having served as an interim Parks and Recreation Director, **Cathy Olson**, has written and been awarded multiple grants and other funding totaling multiple millions of dollars including many for park projects in southwest Florida. She understands grant reporting requirements. With strong, long-standing relationships with local, state, and federal agencies, **Pennoni Associates, Inc.** will play a **key role** in streamlining the permitting and grant support process for this critical project.

The project will not only require permitting at the State and Federal level; and also require a local Town Development Order permit. The ***JR Evans Engineering, P.A.*** team is well versed in the development order permitting process and can effectively handle the coordination to ensure compliance with Town requirements and specifications.

As specified within the RFQ, the project is funded by the Florida Department of Environmental Protection. A key member of the Project Team, **iParametrics**, will assist the Town with grant management and compliance in accordance with the grant requirements and conditions, ,as needed. It is understood that the Town has a current contract with a Grant Management consultant and our team includes additional resources in this field, should it be needed. **iParametrics** has extensive experience assisting municipalities with grant management and compliance. We understand that compliance is crucial to a successful grant proposal, requiring adherence to complex legal and regulatory requirements. Our team ensures full compliance and will work closely with you throughout the process. Additionally, our Grant Management System (GMS) streamlines federal grant programs from outreach to closeout, maximizing efficiency. Project ready, it can be quickly configured for the Town, saving time and costs by avoiding delays from custom-built solutions.

It is imperative that our work product not only meets with accepted engineering and industry standards, but that it meets the requirements of the scope and the contract with the Town. Prior to making any submittals to the Town, our technical documents will be routed through our **Quality Control and Assurance Coordinator** and reviewed by a qualified technical professional. Every aspect of the product will be reviewed to ensure that it meets the requirements of the scope, is free from technical errors, and is current with the latest technical and industry standards.

Coastal Risk Mitigation and Sustainable Design Opportunities

To ensure a resilient and future-ready Newton Park Beach Facility, our team takes a comprehensive approach that integrates coastal risk reduction with environmentally sustainable design. ***JR Evans Engineering, P.A.*** and our project partners are committed to providing the Town of Fort Myers Beach with the data, analysis, and strategies needed to make informed decisions throughout the project lifecycle—from concept through construction.

- **Mitigating Coastal Surge and Wave Impacts**

The Newton Park Beach site presents a unique opportunity to implement forward-thinking mitigation strategies that protect the park's infrastructure and enhance long-term community resilience. One such strategy is the design and potential implementation of a coastal wave mitigation system along the beachfront edge of the property. This system would help dissipate wave energy generated by tropical storm events, reducing the risk of structural damage from surge-driven wave impacts.

An existing buried retaining wall currently defines the boundary between the active beach and the park. This feature offers a foundation for enhancement—either by increasing its elevation, integrating engineered dune vegetation, or incorporating additional sand buffers. A well-designed wave mitigation system could be engineered to withstand conditions associated with a 100-year (1% annual-chance) coastal storm event, significantly improving protection for park facilities.

In addition to physical protection, this system could support a FEMA Flood Map revision, potentially reclassifying the property from a Zone VE (coastal high hazard) to a Zone AE (coastal A zone). This reclassification would ease design constraints, allowing more flexibility in facility placement and enabling the construction of non-residential, floodproofed structures—such as permanent restrooms or shelters—below the base flood elevation. Ultimately, this approach increases resilience, expands design possibilities, and improves public accessibility.

The ***JR Evans Engineering, P.A.*** team specializes in these types of projects and can provide design and permitting services, should the Town decide to include this mitigation strategy as part of the Newton Park Beach Facility project.

- **Environmental Sustainability:**

Environmental stewardship is central to our team's philosophy. Our design process prioritizes working with the land to minimize disturbance, reduce operational costs, and support long-term ecological balance. When feasible, construction activities will be focused within previously disturbed areas to limit environmental impact and avoid adverse effects on sensitive habitats and imperiled species.

Pennoni Associates, Inc., brings a unique perspective to this project, combining deep environmental permitting experience with practical knowledge gained from years in parks and recreation planning. This allows our team to develop public spaces that are both ecologically responsible and functional for everyday use. Our long-standing relationships with regulatory agencies across Southwest Florida further streamline permitting and coordination. The experts at **Pennoni Associates, Inc**. have the necessary ecological and engineering credentials as well as the creativity and relationships with the jurisdictional and granting agencies to accomplish this project in an environmentally sound and fiscally responsible way. **Cathy Olson** has extensive experience with imperiled beach nesting birds and sea turtle nesting and gopher tortoise permitting.

For landscaping, team member **Pergola, Inc**. brings expertise in species selection, placement, and resilience. Thoughtful plant selection—accounting for sun, shade, wind exposure, and soil conditions—contributes to long-term sustainability and cost efficiency. In the post-Hurricane Ian environment, demand for plant materials remains high, with limited availability and increased costs. Early coordination will allow for contract-growing of native and storm-tolerant species to ensure availability and budget control.

Through thoughtful integration of coastal risk mitigation and sustainable design practices, our team is prepared to deliver a resilient, functional, and environmentally responsible Newton Park Beach Facility. With our specialized expertise in flood risk reduction, permitting, ecological restoration, and public space planning, we will work closely with the Town to ensure the project not only meets current regulatory requirements but also supports long-term community goals. By leveraging strategic opportunities—such as wave mitigation infrastructure and adaptive landscape planning—we can help the Town of Fort Myers Beach rebuild stronger, safer, and smarter.

Bidding Services

We anticipate the project will be publicly bid with formal advertisement and bidding process. We will prepare an agenda and facilitate a pre-bid meeting with the Town and interested bidders. During the bid phase, we will

coordinate with the Town on matters related to the design that may require clarification and decisions. We will prepare addenda to address contractor questions and construction document revisions. Following receipt of bids by the Town, we will prepare a certified bid tabulation, evaluate the bids and provide a recommendation of award to the Town for the contractor with the lowest responsive, responsible bid. These proposed activities will assist the Town of Fort Myers Beach in selecting the appropriate contractor for the project.

Construction Observation and Inspection Services

Our project team comprises professionals with extensive experience in both design and construction, ensuring a seamless transition from planning to execution. These experts play an active role in the design phase, conducting thorough reviews of design documents before each phase submittal and final plan approval as part of our comprehensive quality control process.

Our construction observation and inspection staff possess the specialized expertise necessary to effectively manage observation (part-time or full-time), construction administration, and project closeout. We emphasize efficiency, practicality, and risk mitigation, helping to anticipate and proactively address potential construction challenges, delays, and contractual conflicts. By identifying and resolving issues early, we reduce costs, minimize delays, and protect project budgets and schedules.

Our Construction Observation and Inspection Services Include:

- **Pre-Construction Phase:**
  - Coordination and facilitation of pre-construction conferences
  - Submittal tracking and review to ensure compliance with design intent
  - Ensure selected contractors meet CDBG-DR, Davis-Bacon Act and Section 3 compliance requirements.
  - Timely responses to RFIs, including recommendations and documentation of clarifications and change orders
- **Construction Phase:**
  - Regular site visits (weekly or as needed), with detailed written field reports corresponding to pay requests
  - Regulatory Compliance and Reporting
  - Review and approval of pay requests to verify work progress and compliance
  - Ensure adherence to FEMA flood elevation standards and environmental mitigation plans
- **Project Closeout:**
  - Substantial completion inspections and punch list development
  - Final site visits and testing to confirm compliance with project specifications
  - Review as-built documentation and coordinate substantial and final completion certifications
  - Review and acceptance of contractor-prepared record drawings and final project certification
  - Ensure compliance with CDBG-DR closeout reporting requirements

Our team brings a proactive, locally grounded approach to the Newton Park Beach Facility project, backed by deep industry expertise and a commitment to quality, budget, and schedule. As residents of Lee and Collier Counties, we have lived through the impacts of Hurricane Ian firsthand and understand the challenges and aspirations behind this project—not as outsiders, but as neighbors. The opportunity to restore and enhance Newton Park is more than just a professional endeavor; it's a chance to contribute meaningfully to the recovery and resilience of the community we call home. This project aligns with our mission to apply our skills and experience to work that improves the quality of life for those around us. We are honored by the potential to continue serving the Town of Fort Myers Beach and look forward to the opportunity to discuss our qualifications further with the selection committee.

Compensation

RFQ Form C

Responder: JR Evans Engineering, P.A.

ATTACHMENT NO. 1 TO EXHIBIT B
RFQ-25-17-AD

N/A **Date: 10/16/2025**

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: _____

(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)
N/A			

*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.

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 RFQ.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Add rows as necessary	

By: _____ Date: 6/11/2025

Name: Elizabeth Fountain, P.E. CFM

Title: Senior Vice President

Forms and Addenda

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Type(s) of Work (code): RFQ-25-17 Engineering & Architectural Services for Newton Park Beach Facility Reconstruction

Firm Name: J.R. Evans Engineering, P.A.
(As registered with Florida Secretary of State)

Address: 9961 Interstate Commerce Drive, Suite 230

City, State, Zip Code: Fort Myers, FL 33913 County: Lee

Telephone: 239-405-9148 Fax: _____ Web-site: jrevansengineering.com

Contact Person: Elizabeth Fountain E-mail: elizabeth@jreeng.com

Name of Parent Company (if applicable): _____

Address: _____

Type of Firm: Corporation X Partnership _____ Individual _____ Other _____

If Corporation: Date Incorporated: 08/12/2010 State Incorporated: _____

Date Authorized in Florida: _____ Name of President: Josh R. Evans

If Partnership: Date organized: _____ Type: General Limited Other

Name(s) of Partner(s): _____

_____

Florida Secretary of State Document No.: P10000066272

Florida State Board Professional Engineer's Certificate No.: 29226 Date: February 28, 2027

Firm Name: J.R. Evans Engineering, P.A.
(As registered with Florida Secretary of State)

Federal Employer Identification No. 27-3243832

Blanket Professional Liability Insurance: Yes No Amount: $ 3,000,000 aggregate

Policy No.: 21OH047735923 Company: AssuredPartners of Florida, LLC

Attach a copy of certificate showing policy number, company, amount and expiration date.

Request for Qualification Submittal for Professional Consultants

Does your firm have a CADD system? (Yes) No Type: Civil 3D

Does your firm have a GIS system? (Yes) No Type: APC Pro

CERTIFICATION

I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida. I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Town of Fort Myers Beach and filed in case no(s) N/A (if not applicable, enter N/A) with the Clerk of Agency Proceedings. I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act.

Signature	Senior Vice President	10/21/2025
	Title	Date

List of Branch Offices in Florida

Please include address, city, zip code, county, contact person, telephone number and e-mail address.

5589 Marquesas Circle,Ste 102, Sarasota, FL 34222	John Vanni, P.E., 239-745-5295, jvanni@jreeng.com
Sarasota County	

JREVANS-03 SE2IMGONZALEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2025

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: Candice Stapleton
AssuredPartners of Florida, LLC 8950 Fontana Del Sol Way, Suite 200 Naples, FL 34109	PHONE (A/C, No, Ext): (239) 649-1444 FAX (A/C, No): E-MAIL ADDRESS: Candice.Stapleton@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Pacific Insurance Company, Ltd	10046
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

J.R Evans Engineering, P.A
9961 Interstate Commerce Dr
Fort Myers, FL 33913

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			134612-20168206-25	8/24/2025	8/24/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			4962649500	8/24/2025	8/24/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			4962649501	8/24/2025	8/24/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional/General			OH047735924	9/22/2025	9/22/2026	Aggregate	3,000,000

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

CERTIFICATE HOLDER

For Bidding Purposes

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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JREVANS-01 SMASON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2025

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.

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PRODUCER	CONTACT NAME:	
Brown Insurance and Financial Services 7800 113th Street N Ste 201 Seminole, FL 33772	PHONE (A/C, No, Ext): (727) 586-1601	FAX (A/C, No): (727) 518-0002
	E-MAIL ADDRESS: Info@browninsuranceservices.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Bridgefield Casualty Insurance Company	10335
INSURED JR Evans Engineering PA 9961 Interstate Commerce Dr Ste 230 Fort Myers, FL 33913--8264	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	
	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						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A		196-61096	6/22/2025	6/22/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

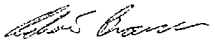
CERTIFICATE HOLDER

J.R. Evans Engineering, P.A
9961 Interstate Commerce Drive
Suite 230
Fort Myers, FL 33913

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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QUALIFICATION FOR TYPE OF WORK

Name of Firm: JR Evans Engineering, P.A. **Date:** October 23, 2025

Code: _____ **Type of Work:** RFQ-25-17 Engineering & Architectural Services for Newton Park Beach Facility Reconstruction

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Elizabeth Fountain, P.E., CFM	Alva, Florida	PE60077	23	Contract Manager/Stormwater Mgmt./Resiliency Design
Brandon Frey, P.E.	Bonita Springs, FL	PE86651	10	Infrastructure Design & Permitting
Christopher Mitchell, P.E.	Naples, FL	PE56740	30	Q.A. / Q.C.
Austin Wise, P.E., CFM	Citrus Springs, FL	PE99328	4	Project Manager/Coastal Engineering
Faleesha Mumford, EI, CFM	Fort Myers, FL		7	Project Manager - CCCL /FEMA Permitting
Jim VonRinteln	Naples, FL		40	Public Involvement/Outreach/Emergency Management
Zachary Taylor, P.E., CFM	Cape Coral, FL	PE88605	9	Stormwater Mgmt. / Design & Modeling
Meghan Hian, GIS	Fort Myers, FL		5	Data Collection / GIS Services

RFQ Form B

Responder: JR Evans Engineering, P.A.

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: Mr. Steve Belden/Mr. Brent Brewster – City of Fort Myers

   Title of Contact: Community Development Director/Chief Building Official

   Email: sbelden@fortmyers.gov/bbrewster@fortmyers.gov

   Telephone Number: 239-321-7902/239-321-7932

   Fax Number: N/A

   Project: City of Fort Myers Coastal RISKMAP Consultant; City-Wide Coastal LOMR; Hendry Street Property LOMR

2. Name of Contact: Mr. Ray Piacente, P.E.

   Title of Contact: Director of Engineering, London Bay Development Group

   Email: RayPiacente@londonbay.com

   Telephone Number: 239-592-4100 - Office

   Fax Number: N/A

   Project: Outrigger Property Floodplain Management Consultation and Wave Mitigation Wall Design and Permitting; Ritz-Bayview Coastal Analysis and LOMR

3. Name of Contact: Mr. Steve Sarkozy, Village of Estero

   Title of Contact: Village Manager

   Email: sarkozy@estero-fl.gov

   Telephone Number: 239-221-5035

   Fax Number: N/A

   Project: Village of Estero Stormwater Master Plan; Broadway Ave Drainage Improvement Project; Estero North Branch Hazard Mitigation Project-Supporting Project Design, Analysis, and Reporting

4. Name of Contact: Mr. Patrick Vanasse, AICP, The Neighborhood Company

Title of Contact: Partner, Land Use Partner

Email: pv@theneighborhood.company

Telephone Number: 239-398-2016

Fax Number: N/A

Project: 7-Eleven Store-1301 Estero Blvd, Fort Myers Beach; 7-Eleven Store-3051 Estero Blvd, Fort Myers Beach; Neptune Resort CPD, Fort Myers Beach

RFQ FORM D

Responders: JR Evans Engineering, P.A.

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.

JR Evans Engineering, P.A.
Name of Business

By: Signature

Elizabeth Fountain, P.E., CFM, Senior Vice President
Print Name and Title

9961 Interstate Commerce Drive, Suite 203
Fort Myers, FL 33913
Mailing Address

[1]STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 21st day of October, 2025, by means of (X) physical presence or ( ) online notarization, personally appeared Elizabeth Fountain as J.R. Evans Engineering of the (Company), (X) who is personally known to me or ( ) who has produced _____ as identification.

_____
NOTARY PUBLIC – State of Florida

My commission expires:

Notary Public State of Florida
Alejandrina Garcia
My Commission HH 310670
Expires 9/11/2026

[1] Rev 1-28-25

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.

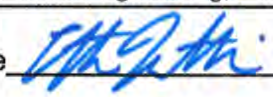
28. INSPECTION

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: JR Evans Engineering, P.A.

Signature 

Print Name Elizabeth A. Fountain, P.E., CFM

Date 10.21.2025

EXHIBIT H
CDBG-DR SPECIAL TERMS AND CONDITIONS

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

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 [LEE **]**

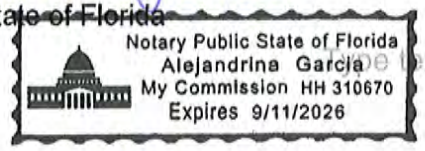
BEFORE ME, the undersigned authority, personally appeared **[Name]**, who, being first duly sworn, deposes and states as follows:

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] Elizabeth Fountain, P.E., CFM
[Title] Senior Vice President
[Company Name] JR Evans Engineering, P.A.

Sworn to (or affirmed) and subscribed before me this 21st day of October, **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: Sept. 11, 2026.

AFFIDAVIT PURSUANT TO ANTI-HUMAN TRAFFICKING SECTION 787.06, FLORIDA STATUTES

(Anti-Human Trafficking Certification)

STATE OF FLORIDA
COUNTY OF [LEE]

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 Elizabeth Fountain] of Affiant]
[Printed Name] Elizabeth Fountain, P.E., CFM
[Title] Senior Vice President
[Company Name] JR Evans Engineering, P.A.

Sworn to (or affirmed) and subscribed before me this 21st day of October, 20, by **[Name of Affiant]**, who is personally known to me or has produced _____ as identification.

Alejandrina Garcia
Notary Public, State of Florida

[Seal]

Notary Public State of Florida
Alejandrina Garcia
My Commission HH 310670
Expires 9/11/2026

My Commission Expires: Sept. 11, 2026

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: 10/21/2025

Signature

STATE OF Florida

Ellizabeth Fountain, P.E., CFM, Senior Vice President

Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 21st day of October, 2025, 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

Notary Public State of Florida
Alejandrina Garcia
My Commission HH 310670
Expires 9/11/2026

[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: JR Evans Engineering, P.A.

Date: 10/21/2025

Signature

STATE OF Florida

Elizabeth Fountain, P.E., CFM, Senior Vice President
Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 21st day of October, 2025, 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

Notary Public State of Florida
Alejandrina Garcia
My Commission HH 310670
Expires 9/11/2026

[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 Town of Fort Myers Beach
(print name of public entity)

by Elizabeth Fountain, P.E., CFM, Senior Vice President
(print individual's name and title)

for JR Evans Engineering, P.A.
(print name of entity submitting sworn statement)

whose business address is 9961 Interstate Commerce Drive, Suite 230

Fort Myers, FL 33913

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3243832 (If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: N/A.)

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: 10/21/2025

Signature _____

STATE OF Florida

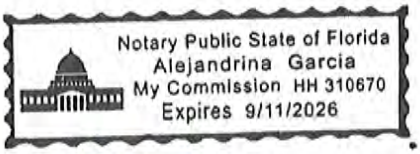
Elizabeth Fountain, P.E., CFM, Senior Vice President

Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 21st day of October, 2025, 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]

Alejandrina Garcia

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 : JR Evans Engineering, P.A.

Date: 10/21/2025

Signature _____

STATE OF Florida

Elizabeth Fountain, P.E., CFM, Senior Vice President
Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 21st day of October, 2025, 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

Notary Public State of Florida
Alejandrina Garcia
My Commission HH 310670
Expires 9/11/2026

[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: Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

I, the undersigned, Elizabeth Fountain, P.E., CFM, am an employee of JR Evans Engineering, P.A., 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.

Type text here

Date: 10/21/2025

Signature

STATE OF Florida

Elizabeth Fountain, P.E., CFM, Senior Vice President
Name/Title

COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 21st day of October, 2025, 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

Notary Public State of Florida
Alejandrina Garcia
My Commission HH 310670
Expires 9/11/2026

[Stamp/seal required]

Signature, Notary Public

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 9, 2025

EXTENSION

DUE DATE HAS BEEN EXTENDED TO 10/23/2025 AT 9:00 AM LOCAL TIME

OPENING HAS BEEN MOVED TO 10/23/2025 AT 9:30 AM LOCAL TIME

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

JR Evans Engineering, PA
10/22/2025

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 2**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 17, 2025

Clarification

For this Request for Qualifications, please disregard Section B. Responders Format (pg. 8), where it lists Compensation and Form C as a requirement or any reference to submit compensation or Form C. Compensation is also listed as an evaluation criterion in Section H. Evaluation Method and Criteria (pg. 10), but is a clerical error and will not be used in evaluating.

Do not include Form C or compensation in response to the Request for Qualifications.

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 "Has the firm

worked for other governmental entities, particularly municipalities?," 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 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.

9. Would the Town remove Compensation and Form C from this RFQ to comply with CCNA? Pursuant to FL Statute 287.055 Section (4) Competitive Selection, "the agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5)" (Competitive Negotiation). This clause is also referenced on page 10 of the RFQ in Section G. Consultant's Competitive Negotiation Act (CCNA). During the last RFQ release, the Town released an Addendum clarifying to write N/A on Form C. Please advise if it is acceptable to do so again.

   - See Clarification above.

JR Evans Engineering, PA [signature] 10/22/2025

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

AMENDED

PUBLIC NOTICE
--- BID OPENING ---

THE TOWN OF FORT MYERS BEACH WILL HOLD A PUBLIC BID OPENING FOR:

Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

RFQ-25-17-AD

Thursday, October 23, 2025, at 9:30 AM

FORT MYERS BEACH TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL 33931

JR Evans Engineering PA
10/22/2025

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.

PUBLIC NOTICE
CANCELED SELECTION ADVISORY COMMITTEE

Thursday, October 23, 2025, at 9:00am

Notice is hereby given of a Selection Advisory Committee Meeting for discussion and possible recommendation(s) of proposals for:

RFQ-25-17-AD

Fort Myers Beach Engineering & Architectural Services
Newton Park Beach Facility Reconstruction

HAS BEEN CANCELED DUE TO THE DEADLINE EXTENSION

JR Evans Engineering, PA
10/22/2025

RFQ-25-17-AD

OCTOBER 23, 2025

FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES

NEWTON PARK BEACH FACILITY RECONSTRUCTION

LPFLSARA009353.2025

PREPARED FOR

TOWN OF FORT MYERS BEACH

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

OCTOBER 23, 2025

RE: RFQ-25-17-AD; Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

TOWN OF FORT MYERS BEACH
6231 Estero Blvd
Fort Myers Beach, FL 33931

KIMLEY-HORN
1514 Broadway #301
Fort Myers, FL 33901

1800 2nd Street #900
Sarasota, FL 34236

As the Town of Fort Myers Beach embarks on this crucial revitalization and reconstruction of the Newton Park Beach Facility, you require a consultant partner who harmonizes deep local understanding with proven design and implementation experience. **Kimley-Horn is that partner.**

As nearby residents and frequent visitors of Fort Myers Beach and the historic Newton Park Beach Facility, we are passionate about this opportunity to help deliver an outstanding community asset. In preparation of this RFQ release, we have familiarized ourselves with the Town's goals for this significant project, and the extensive work done to date. We are eager to carry the Town's vision and community's desires for this renewed space into design and construction—in particular, we recognize the importance of transferring the information gathered by Dover Kohl's Coastal Florida Recovery and Resiliency Partnership Project (R2P2) into a fully realized, constructable, and resilient public park.

Bringing local knowledge and presence, capacity to deliver, and a long history of successful similar projects for coastal communities, **we truly believe no team is better positioned to serve you than Kimley-Horn.** Our team offers the following advantages on this project:

Dedication to our Local Communities. Since its founding in 1967, Kimley-Horn has been dedicated to improving the neighborhoods in which our professionals reside. We take special pride in having the opportunity to successfully bring these projects and the amenities they provide to the areas where our families and friends live, work, and play. **We have been proud to serve the Town through our current Ongoing Miscellaneous Professional Services Contract,** in addition to serving Lee County and other associated municipalities, delivering innovative engineering and planning solutions that are tailored to the unique characteristics of our community. Like many residents of Lee County, our local staff were impacted by Hurricane Ian in 2023—we deeply value these opportunities to partner with you in restoring beloved spaces and hardening against future storm impacts.

Notably, Kimley-Horn has been grateful to work closely with the Town on the Vulnerability Assessment and future Adaptation Plan—our key personnel include team members currently serving you on that project. Given the importance of sustainability and resiliency for Newton Park Beach, we look forward to seamlessly incorporating the findings and strategies of these reports into our project design. Securing our team ensures the Town's goals for this project and all infrastructure/environmental considerations are holistically addressed and implemented, from conceptual planning through to design and construction.

Specific to the creation of waterfront parks and an enhanced public realm, our team has a passion for designing these projects and a proven track record of turning that passion into fully realized and implemented community spaces. **Highly relevant examples include our work for the award-winning Siesta Key Beach Park and St. Petersburg Pier Approach Design, as well as nearby projects like Baker Park, Marco Island Veterans' Community Park, Cape Coral Yacht Club, and The Bay in Sarasota.**

No Florida team has had more public realm design and implementation experience in the past decade than Kimley-Horn. Over the past 5 years alone, our team has delivered over $500 million in park facilities throughout the west coast of Florida.

CDBG and HUD Experience. Kimley-Horn's in-house grant funding experts, planners, and landscape architects bring decades of experience guiding projects through the CDBG program; we have familiarity with the regulations regarding this program and often are trusted to guide municipalities through the process of applying for and properly administering these funds. Many of these projects include elements of disaster recovery, resiliency, and mitigation for coastal communities.

Specific examples include providing grant management services for the **Joe's Creek Greenway Restoration Project in Pinellas County.** This project has received funding from the Southwest Florida Water Management District (SWFWMD) (awarded $360,000), the American Rescue Plan Act (awarded about $3.6 million), and the U.S. Department of Housing and Urban Development – CDBG-MIT Program (awarded $17.1 million). The total value of the project is estimated over $65 million, of which nearly half is covered by grant funds. Additionally, the project recently obtained an extra $27.1 million from the Resiliency Program. Kimley-Horn's grant management team and engineers are supporting the County with alternative project delivery, project management, and grant administration assistance.

Capacity to Deliver. Kimley-Horn's landscape architects, planners, engineers, and other design experts are in-house employees in our Fort Myers and Sarasota offices. As a leading landscape architecture and engineering design firm, **we bring an unmatched depth of resources with 106 dedicated Landscape Architecture professionals and 405 Licensed Professional Engineers throughout Florida alone.** Our ability to offer a wide variety of professionals under a single management structure translates to a team that can respond to the various project needs with a collaborative attitude, varying perspectives, diverse experiences, and broad capabilities. This enables us to serve as a seamless extension of your staff with thoughtful design and practical approaches, successfully addressing project issues while meeting the Town's goals, schedule, and budget requirements.

Collaborative Approach. The best designers are good listeners. Our approach is a collaborative one in which our design team works with you to ensure the functional components of the project merge seamlessly with aesthetic components. We recognize the significance of developing creative visionary plans that can be permitted and constructed. Our multidisciplinary team collaborates daily internally across disciplines, a process so effective that it has become second nature in our design process. We pledge to work with your staff to identify solutions to any project issue, develop innovative strategies, and produce results that best serve the needs of residents and visitors long into the future.

Key Teaming Partners. To enhance our team and deliver all the necessary services under this RFQ, we have included **Sweet Sparkman** as our architect. Sweet Sparkman and Kimley-Horn bring a long history of partnership that spans dozens of projects, including Siesta Key Beach Park, Cape Coral Yacht Club, The Bay, and other similar waterfront projects; our familiarity, seamless working relationship, and proven success will bring tremendous value to the Town in the successful delivery of this complex project. **Notably, Sweet Sparkman served as the architect for Lovers Key in Fort Myers Beach, an outstanding community asset that serves as a beacon for environmental education and coastal preservation.**

The Kimley-Horn team is excited about the opportunity to guide this crucial project which will enhance the community for current and future generations. We appreciate your consideration and look forward to continuing our history of service to the Town.

Sincerely,

Kimley-Horn and Associates, Inc.

Kelsie Shy, PLA
PROJECT MANAGER
kelsie.shy@kimley-horn.com
941.379.7665
1800 2nd Street #900
Sarasota, FL 34236

James Pankonin, PLA, LEED AP
PRINCIPAL-IN-CHARGE / VICE PRESIDENT
james.pankonin@kimley-horn.com
941.379.7620
1800 2nd Street #900
Sarasota, FL 34236

Kellie Clark, PE
VICE PRESIDENT
kellie.clark@kimley-horn.com
239.271.2641
1514 Broadway #301
Fort Myers, FL 33901

As Vice Presidents of Kimley-Horn and Associates, Inc., both James and Kellie are authorized to negotiate and execute a contract on behalf of the firm.

OCTOBER 23, 2025

RFQ 25-17-AD

NEWTON PARK BEACH FACILITY RECONSTRUCTION

PREPARED FOR

Town of Fort Myers Beach

PREPARED BY

Kimley»Horn

Local Office:

1514 Broadway #301

Fort Myers, FL 33901

Lead Landscape Architecture Studio:

1800 2nd Street #900

Sarasota, FL 34236

Proposer's Point of Contact

Kelsie Shy, PLA

PROJECT MANAGER

kelsie.shy@kimley-horn.com

941.379.7665

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KIMLEY-HORN OVERVIEW

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of landscape architecture, engineering, planning, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of professionals to one of the most respected consulting firms in the nation—and a recognized leader in landscape architecture. Today, Kimley-Horn has more than 8,500 employees in 140+ offices across the United States and in Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

Fort Myers Beach

Kimley-Horn's experience is unsurpassed as one of the country's largest and most diverse design firms. From the revitalization of popular community parks to the design and implementation of downtown streetscapes, we have successfully planned and implemented hundreds of landscape architecture projects. Kimley-Horn has a well-earned reputation for combining creative ideas, technical excellence, and client collaboration, resulting in dynamic projects that blend into their environments and become a part of the area they inhabit. We emphasize the development of an aesthetically pleasing environment, meaningful and informative themes, sustainable design, and a strong sense of place while remaining sensitive to your budget and long-term maintenance obligations.

With deep roots along the West coast of Florida, our Landscape Architecture team has a strong track record of designing impactful public spaces. We specialize in designing a wide range of public spaces and amenities, with services that include:

- Data Collection, Evaluation, and Analysis
- Access and Circulation Studies
- Arboricultural Services
- Landscape, Hardscape, and Irrigation Design
- Master Planning and Urban Design
- Detailing and Specifications
- Lighting and Street Furnishing Plans
- ADA-compliant Design
- 3D Modeling and Visualization
- Public Involvement Programs
- Public Presentations
- Playground Safety Inspections
- Cost Estimating
- Bid Phase Services and Selection Recommendation
- Construction Phase Services and Site Inspections

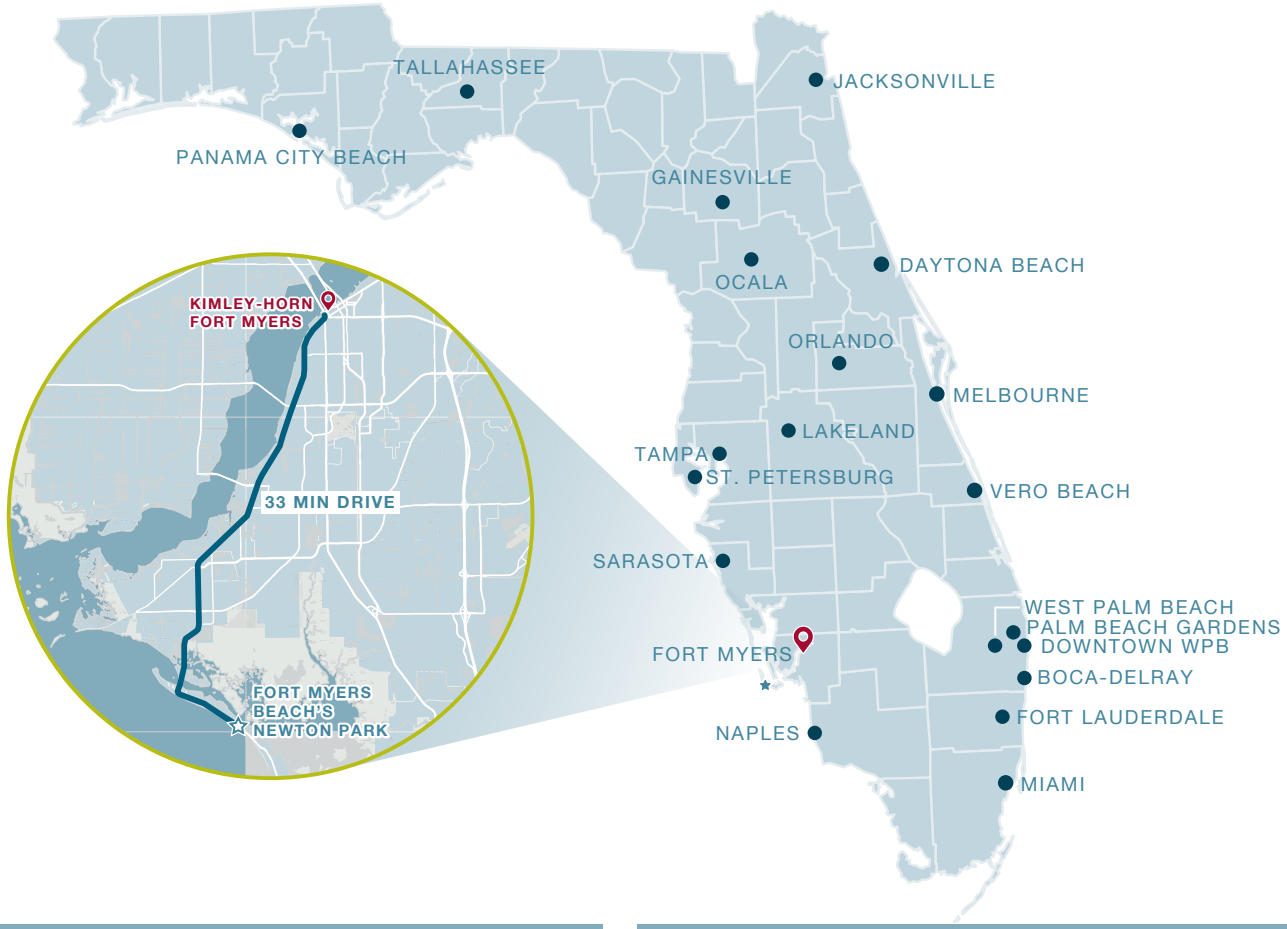
We believe the most successful projects are built on a foundation of collaboration and diverse expertise. By working seamlessly with our in-house partners from concept to completion, we deliver thoughtful, integrated solutions tailored to the Town's unique needs. Our comprehensive in-house services include, but are not limited to:

- Landscape Architecture and Planning
- Roadway and Bridge Design
- Structural Engineering
- Paving, Drainage, and Stormwater Treatment
- Site Civil Engineering
- Utility Engineering
- Coastal Engineering and Resiliency
- Environmental Services and Coastal Permitting
- Mechanical, Electrical, and Plumbing (MEP)
- Permitting
- Grant Assistance

As your consultant partner, we will work as an extension of your staff, with your goals, schedule, and budget at the forefront of our efforts. No matter the size or complexity of the task, we will confidently deliver feasible, fundable, and constructible solutions. The Kimley-Horn project team has the expertise, knowledge, and commitment to partner with the Town of Fort Myers Beach and help deliver a defining project that will benefit the community for current and future generations.

Kimley-Horn's local Fort Myers office, just a 30-minute drive from Fort Myers Beach, first opened in 2014 and has grown to include more than 50 dedicated professionals providing a wide range of services. While the bulk of this contract will be managed by our Sarasota Landscape Architecture Studio, our organizational chart includes Key Personnel from Fort Myers who will provide crucial local insights for site civil and coastal engineering, stormwater/drainage, grant funding, and construction phase services.

Our depth of resources in both landscape architecture and engineering will ensure we have the capacity and responsiveness to exceed the Town's expectations under this contract.



KIMLEY-HORN FLORIDA

1,600+	PROFESSIONALS
34+	LICENSED LANDSCAPE ARCHITECTS
70+	LANDSCAPE DESIGNERS
405+	LICENSED PROFESSIONAL ENGINEERS
250+	LICENSED ENGINEERING INTERNS

FORT MYERS, SARASOTA, NAPLES OFFICES

200+	PROFESSIONALS
7	LICENSED LANDSCAPE ARCHITECTS
14	LANDSCAPE DESIGNERS
37	LICENSED PROFESSIONAL ENGINEERS
36	LICENSED ENGINEERING INTERNS

KIMLEY-HORN FLORIDA LICENSE

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

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 March 21, 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 Fourteenth day of April, 2025

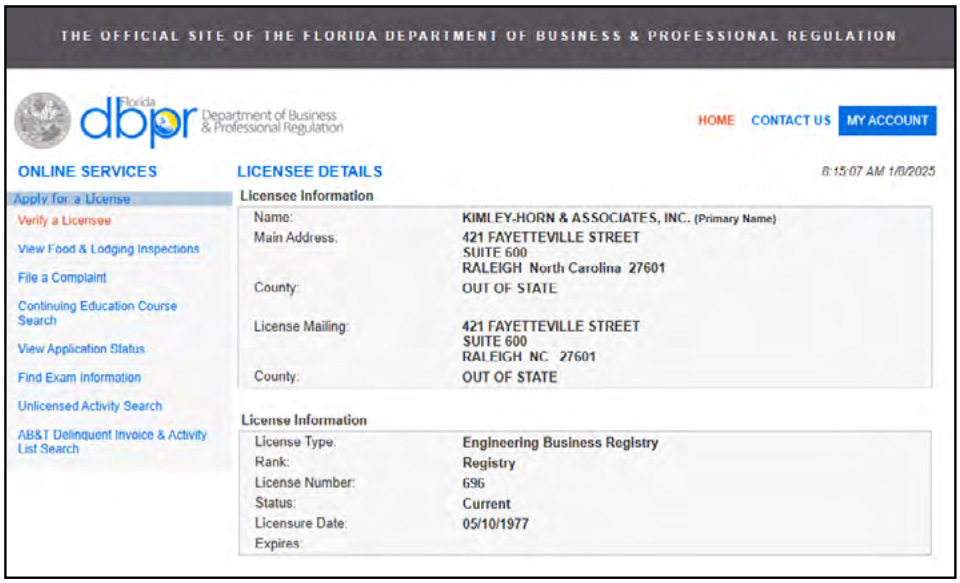
Secretary of State

Tracking Number: 6244092437CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

KIMLEY-HORN FLORIDA LICENSE



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

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- Apply for a License
- Verify a Licensee
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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

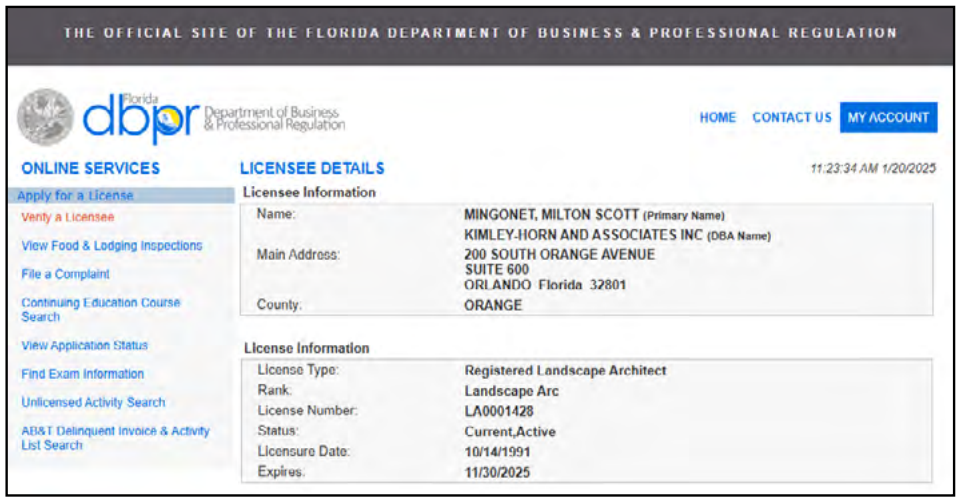
8:15:07 AM 1/0/2025

Licensee Information

Name:	KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE
License Mailing:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH NC 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	696
Status:	Current
Licensure Date:	05/10/1977
Expires:	



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LICENSEE DETAILS

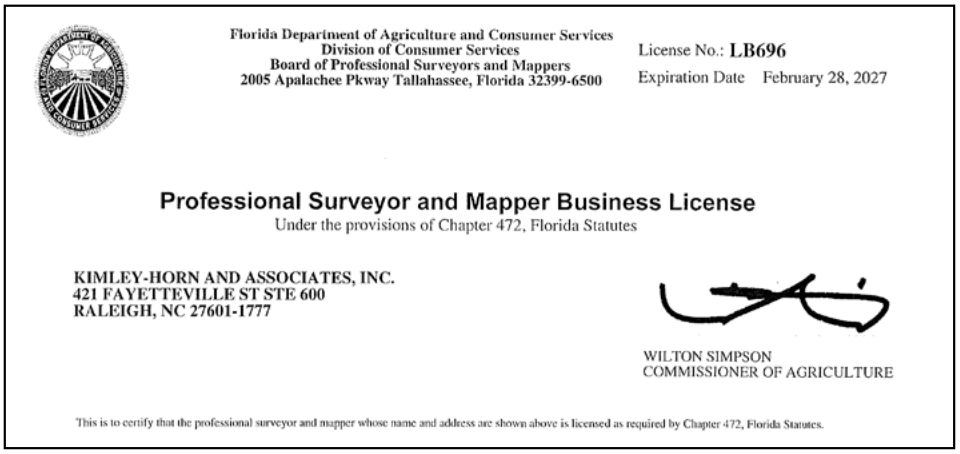
11:23:34 AM 1/20/2025

Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name) KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	200 SOUTH ORANGE AVENUE SUITE 600 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2025



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB696
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

ORGANIZATIONAL CHART AND TEAM QUALIFICATIONS

TOWN OF FORT MYERS BEACH

BILL WADDILL, PLA, AICP
Quality Manager

KELSIE SHY, PLA
Project Manager

JAMES PANKONIN, PLA, LEED AP
Principal-in-Charge

LANDSCAPE ARCHITECTURE
Ed Dean, PLA, LEED AP
Chris Cianfaglione, PLA, ISACA
Matt Dunn, PLA
Abigail Chapman
Patrick Tichenor
Nick Guida, PLA
David Ervin, PLA
Jake Hess, PLA, ISACA

STRUCTURAL ENGINEERING
J. Casey Long, PE
Juan Fuentes, PE, SE, LEED AP

MECHANICAL, ELECTRICAL, & PLUMBING
Clayton Scelzi
Eric Tsiguloff, PE
Ian Flemings, PE, LEED GA

CDGB ADMINISTRATION AND MANAGEMENT
Diana Bello

ENVIRONMENTAL/NEPA COMPLIANCE
Ronnie Van Fleet, PWS

CIVIL ENGINEERING
Kellie Clark, PE
Doug Eckmann, PE, BCEE, DWRE, FASCE
Justin Napolitano, PE, ENV SP
Paul Anderson, EI

CONSTRUCTION ENGINEERING AND INSPECTION (CEI)
Rocco Angerami
Derick Bryant

RESILIENCY
Chris Niforatos, PE
Karin Teuffer, PE

PLANNING SUPPORT
Philip DiMaria, AICP, CNU-A

KEY TEAMING PARTNERS

ARCHITECTURE
Jerry Sparkman, AIA, NCARB
Shane Lamay, AIA
Marcus Peduzzi, AIA
Sweet Sparkman

SURVEY
Scott Urquhart, PSM
T2 Utility Engineers

GEOTECHNICAL
Ryan Haskins, PE
ECS Florida, LLC

RESUMES

KELSIE SHY, PLA

PROJECT MANAGER - 50% TIME CONTRIBUTION

Kelsie is a registered landscape architect with eight years of experience. She oversees the design of parks and other public spaces throughout southwest and central Florida. She is technically proficient in all phases of project delivery, visioning, and conceptual design through implementation. Her experience includes parks and recreation design, master planning and programming, streetscape design, site planning, amenity center programming and design, custom hardscape design and detailing, construction document preparation and permitting, construction phase services, project team coordination, and preparation of presentation graphics. She is experienced in administering unique community engagement and outreach.

PROFESSIONAL CREDENTIALS

- Master of Science, Landscape Architecture, Kansas State University
- Professional Landscape Architect in Florida, #6667570
- American Society of Landscape Architects (ASLA), Member

RELEVANT EXPERIENCE

- Rosemary Park, Sarasota, FL – Project manager.
- Bobby Jones Nature Park, Sarasota, FL – Project manager.
- Yacht Club, Cape Coral, FL – Landscape architect.
- The Bay Park, Sarasota, FL – Landscape architect.
- Veterans' Community Park, Marco Island, FL – Landscape architect.
- St. Petersburg Pier Approach, St. Petersburg, FL – Landscape architect.
- Marie Selby Botanical Gardens, Sarasota, FL – Landscape architect.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Landscape architect.
- Babcock Ranch Community, Lee and Charlotte Counties, FL – Landscape architect.
- Baker Park, Naples, FL – Landscape architect.
- Waterfront Redevelopment Plan, Sebring, FL – Landscape architect.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape architect.

JAMES PANKONIN, PLA, LEED AP

PRINCIPAL-IN-CHARGE - 25% TIME CONTRIBUTION

James is a registered landscape architect with more than 21 years of experience. His project experience includes master planning and programming, streetscape design, parks and recreation design, site planning, amenity center programming and design, custom hardscape design and detailing, construction document preparation and permitting, construction phase services, project team coordination, and preparation of presentation graphics. James is also experienced in facilitating public engagement meetings, design charrettes, and building consensus among diverse stakeholder groups. He has worked with many local municipalities to incorporate low impact development practices (such as bioswales and rain gardens) into the landscape design to capture and treat stormwater runoff.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, University of Georgia
- Professional Landscape Architect in Florida, #6666900
- LEED Accredited Professional
- American Society of Landscape Architects (ASLA), Member

RELEVANT EXPERIENCE

- **Siesta Key Beach Park, Siesta Key, FL** – Project manager.
- **Baker Park, Naples, FL** – Project manager.
- **Yacht Club, Cape Coral, FL** – Project manager.
- **Yellow Fever Creek Preserve, Cape Coral, FL** – Project manager.
- **Veterans' Community Park, Marco Island, FL** – Project manager.
- **Waterfront Redevelopment Plan, Sebring, FL** – Project manager.
- **The Bay Park, Sarasota, FL** – Landscape architect.
- **Bradenton Riverwalk Phase 1 & 2, Bradenton, FL** – Project manager.
- **St. Petersburg Pier Approach, St. Petersburg, FL** – Landscape architect.
- **Bayfront Park, Longboat Key, FL** – Project manager.
- **Dunedin Marina Master Plan, Dunedin, FL** – Project manager.
- **Central Avenue, Naples, FL** – Landscape architect.
- **Laishley Waterfront Park and Marina, Punta Gorda, FL** – Landscape architect.
- **RiversEdge, Jacksonville, FL** – Landscape Architect
- **Nathan Benderson Park, Sarasota, FL** – Project manager.

BILL WADDILL, PLA, AICP

QUALITY MANAGER - 25% TIME CONTRIBUTION

Bill is a certified planner and landscape architect with 37 years of experience managing the design, public engagement, and implementation process for public and private projects. He recently rejoined the firm after spending the past six years as the Chief Operating Officer for the Bay initiative from 2018-2023, directing all design and construction for the award-winning Master Plan, $30-million Phase 1, and securing $65 million in funding for Phase 2. Additionally, Bill led over 300 public workshops, stakeholder meetings, and City Commission presentations in support of the broad public consensus for implementation of the project.

Bill began his 32nd year at Kimley Horn in January of 2024 and is one of the firms founding Landscape Architects. Based in Sarasota, Florida, his project experience includes municipal urban design, parks, streetscapes, and mixed-use development. In addition, Bill has extensive public involvement experience and has facilitated diverse groups of participants in consensus-building workshops throughout Florida and the Sunbelt. His principal areas of expertise include project management for large multidisciplinary projects, entitlements, landscape architecture, streetscape and urban design, and public involvement.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Texas AM University, College Station
- Professional Landscape Architect in Florida, #1345
- American Institute of Certified Planners (AICP), #023348
- American Planning Association (APA), Member
- American Society of Landscape Architects (ASLA), Member

RELEVANT EXPERIENCE

- **Siesta Key Beach Park, Siesta Key, FL** – Principal-in-Charge.
- **The Bay Park, Sarasota, FL** – Principal-in-Charge.
- **Veterans' Community Park, Marco Island, FL** – Principal-in-Charge.
- **Baker Park, Naples, FL** – Principal-in-Charge.
- **Bradenton Riverwalk Phase 1 & 2, Bradenton, FL** – Principal-in-Charge.
- **Nathan Benderson Park, Sarasota, FL** – Principal-in-Charge.
- **Central Avenue Improvements, Naples, FL** – Principal-in-Charge.
- **Marie Selby Botanical Gardens, Sarasota, FL** – Principal-in-Charge.
- **Laishley Waterfront Park and Marina, Punta Gorda, FL** – Project manager.

ED DEAN, PLA, LEED AP

LANDSCAPE ARCHITECT

Ed has 14 years of design and construction expertise. He is a seasoned professional landscape architect specializing in detailed design of the public realm. His expertise includes community, regional, and urban park design, master planning and implementation, streetscape, transportation design, planting, irrigation, site, grading, and hardscape design. Additionally, he has extensive experience in park programming, including pickleball courts, the design of state-of-the-art hydro-court clay tennis courts, and the design of inclusive playgrounds. Ed has a track record of delivering projects on schedule and within budget while bringing value to the project with high-quality design. He excels in leading public meetings that resonate with the community.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Ball State University
- Professional Landscape Architect in Florida, #6667269

RELEVANT EXPERIENCE

- Siesta Key Beach Park, Siesta Key, FL – Landscape architect.
- Brooks Community Park Concept Plan and Improvements, Fort Myers, FL – Project manager.
- Baker Park, Naples, FL – Landscape architect.
- Yacht Club, Cape Coral, FL – Landscape architect.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape architect.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Landscape architect.
- Central Avenue, Naples, FL – Landscape architect.
- St. Petersburg Pier Approach, St. Petersburg, FL – Landscape architect.
- Bayfront Park, Longboat Key, FL – Landscape architect.
- RiversEdge, Jacksonville, FL – Landscape architect.
- Miscellaneous Landscape Architect Services, Bonita Springs, FL – Landscape architect.
- Miscellaneous Outdoor Recreational Facility Design, Bonita Springs, FL – Project manager.
- SR 45 (US 41) from Winkler Avenue to SR 82, FDOT District One, Fort Myers, FL – Landscape architect.
- Florida Gulf Coast Research and Technology Park, Lee County, FL – Landscape architect.

CHRIS CIANFAGLIONE, PLA, ISACA

LANDSCAPE ARCHITECTURE AND ARBORICULTURAL SERVICES

Chris is a landscape architect with 16 years of experience in the design, management, and implementation of world-class parks, streetscapes, residential developments, and cultural institutions for various local and nationally recognized clients. Specifically, his experience includes construction document preparation, public presentations, master planning, illustrative 3D visualizations, project photography, and LID strategies. Chris is a professional landscape architect in Florida and an ISA-certified arborist. Chris' knowledge of design protects and enhances natural features and habitats, integrating them into the overall design while incorporating current innovations and sustainable development practices.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, University of Florida
- Professional Landscape Architect in Florida, #6667207
- ISA Certified Arborist, #FL-6527A
- International Society of Arboriculture (ISA), Member

RELEVANT EXPERIENCE

- Siesta Key Beach Park, Siesta Key, FL – Landscape architect.
- Yacht Club, Cape Coral, FL – Landscape architect.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape architect.
- The Bay Park, Sarasota, FL – Landscape architect.
- Bobby Jones Nature Park, Sarasota, FL – Project manager.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Landscape architect.
- Marie Selby Botanical Gardens, Sarasota, FL – Project manager.
- Baker Park, Naples, FL – Landscape architect.
- Central Avenue, Naples, FL – Landscape architect.
- St. Petersburg Pier Approach, St. Petersburg, FL – Landscape architect.
- Bayfront Park, Longboat Key, FL – Landscape architect.
- Nathan Benderson Park, Sarasota, FL – Landscape architect.
- Plymouth Harbor Peninsula, Sarasota, FL – Landscape architect.
- RiversEdge, Jacksonville, FL – Landscape architect.
- Rosemary Park, Sarasota, FL – Landscape architect.

MATT DUNN, PLA

LANDSCAPE ARCHITECTURE

Matt brings more than 10 years of landscape architecture and project management experience. He is well versed in construction document preparation, presentation graphics, illustrative 3D renderings, construction phase services, and arboriculture services for a variety of local and nationally recognized clients. Notably, his experience involves a mix of code minimum required landscape design, enhanced landscape design, arboriculture services, and master planning for both private land development and public realm projects. He has led numerous luxury residential and amenities pursuits throughout Florida, and is well-versed in local conditions.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Virginia Polytechnic Institute State University
- Professional Landscape Architect in Florida, #6667721

RELEVANT EXPERIENCE

- Bobby Jones Nature Park, Sarasota, FL – Landscape architect.
- Yacht Club, Cape Coral, FL – Landscape architect.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape architect.
- The Bay Park, Sarasota, FL – Landscape architect.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Landscape architect.
- Downtown Wellen, North Port, FL – Landscape architect.
- Baker Park, Naples, FL – Landscape architect.
- Marie Selby Botanical Gardens, Sarasota, FL – Landscape architect.
- Plymouth Harbor Peninsula, Sarasota, FL – Project manager.
- University Park Country Club Master Plan, Sarasota, FL – Project manager.
- Terra Ceia RV Resort, Palmetto, FL – Landscape architect.
- St. Petersburg Pier Approach, St. Petersburg, FL – Landscape architect.
- US 41 Landscaping Improvements, Estero, FL – Landscape architect.

ABIGAIL CHAPMAN

LANDSCAPE ARCHITECTURE

Abigail is a landscape architecture analyst with four years of experience in construction document preparation, presentation graphics, illustrative 3D renderings, and construction phase services for public and private sector clients. Specifically, her experience includes enhanced landscape architectural design for parks, multi-family, commercial, and large industrial projects on Florida's Gulf Coast.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Louisiana State University at Baton Rouge

RELEVANT EXPERIENCE

- Yacht Club, Cape Coral, FL – Landscape analyst.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape analyst.
- Waterfront Redevelopment Plan, Sebring, FL – Landscape analyst.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Landscape analyst.
- Veterans' Community Park, Marco Island, FL – Landscape analyst.
- Downtown Wellen, North Port, FL – Landscape analyst.
- 17th Street Regional Park, Sarasota, FL – Landscape analyst.
- Parrish Community Park Phase I, Parrish, FL – Landscape analyst.
- SR 31 Widening Improvements Progressive Design-Build, Babcock Ranch, FL – Landscape analyst.
- Immokalee Road/Randall Boulevard Collier County Planning Study, Bonita Springs, FL – Landscape analyst.
- US 41 Landscape Medians, Sarasota, FL – Landscape analyst.
- Legacy Trail Extension Design and North Port Connector, Sarasota, FL – Landscape analyst.
- University Park Country Club Master Plan, Sarasota, FL – Landscape analyst.

PATRICK TICHENOR

LANDSCAPE ARCHITECTURE

Patrick has seven years of experience as a landscape analyst. Patrick has served on projects involving landscaping improvements and design and engineering services for multiple community parks involving master planning, stakeholder/community engagement, and permitting.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Ball State University

RELEVANT EXPERIENCE

- Waterfront Redevelopment Plan, Sebring, FL – Landscape analyst.
- Yacht Club, Cape Coral, FL – Landscape analyst.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape analyst.
- The Bay Park, Sarasota, FL – Landscape analyst.
- Dunedin Marina Master Plan, Dunedin, FL – Landscape analyst.
- Fort Myers Beach RV Park, Fort Myers, FL – Landscape analyst.
- Downtown Wellen, North Port, FL – Landscape analyst.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Landscape analyst.
- Wellen Park Golf & Country Club, FL – Landscape analyst.
- Gulf of Mexico Drive Corridor, Longboat Key, FL – Landscape analyst.
- RV Storage Facility, Fort Myers, FL – Landscape analyst.
- Terra Ceia RV Resort, Palmetto, FL – Landscape analyst.
- RiversEdge, Jacksonville, FL – Landscape analyst.
- Marie Selby Botanical Gardens, Sarasota, FL – Landscape analyst.
- US 41 Landscaping Improvements, Estero, FL – Landscape analyst.
- Plymouth Harbor Peninsula, Sarasota, FL – Landscape analyst.
- Public Safety Facility, North Port, FL – Landscape analyst.

NICK GUIDA, PLA

LANDSCAPE ARCHITECTURE

Nick has three years of experience as a landscape architect. He has provided landscaping improvements and design services for multiple community parks involving master planning, stakeholder/community engagement, and permitting. Nick's software experience includes AutoCAD, Land F/X, Adobe Creative Suite, ArcGIS, Sketchup, Lumion, and Rhino.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Ohio State University
- Professional Landscape Architect in Florida, #2042

RELEVANT EXPERIENCE

- Rosemary Park, Sarasota, FL – Landscape architect.
- Yacht Club, Cape Coral, FL – Landscape architect.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape analyst.
- The Bay Park, Sarasota, FL – Landscape analyst.
- Dunedin Marina Master Plan, Dunedin, FL – Landscape analyst.
- Hercules Park, Zephyrhills, FL – Landscape analyst.
- Downtown Wellen, North Port, FL – Landscape analyst.
- 17th Street Regional Park, Sarasota, FL – Landscape architect.
- Gulf of Mexico Drive Corridor, Longboat Key, FL – Landscape analyst.
- G.T. Bray Learn to Swim Pool and Pool Deck Remediation, Bradenton, FL – Landscape analyst.
- RV Storage Facility, Fort Myers, FL – Landscape analyst.
- Plymouth Harbor Peninsula, Sarasota, FL – Landscape analyst.

DAVID ERVIN, PLA

LANDSCAPE ARCHITECTURE

With three years of experience, David specializes in landscape architectural design for parks, roadways, multifamily, and commercial projects in southwest Florida. His work involves creating aesthetically pleasing and functional outdoor spaces that meet the needs of diverse communities. David is proficient in a variety of software tools essential for landscape architecture. His expertise includes AutoCAD, Land F/X, and Adobe Creative Suite. He also utilizes ArcGIS, SketchUp, Lumion, and Rhino. David's technical skills, combined with his creative approach, enable him to contribute effectively to a wide range of projects, ensuring high-quality outcomes that enhance the built environment.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, University of Florida
- Professional Landscape Architect in Florida, #6667713

RELEVANT EXPERIENCE

- Yacht Club, Cape Coral, FL – Landscape architect.
- Yellow Fever Creek Preserve, Cape Coral, FL – Landscape architect.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Landscape analyst.
- Bobby Jones Nature Park, Sarasota, FL – Landscape architect.
- Downtown Wellen, North Port, FL – Landscape analyst.
- G.T. Bray Park and Recreation Center, Bradenton, FL – Landscape analyst.
- 17th Street Regional Park, Sarasota, FL – Landscape analyst.
- Parrish Community Park Phase I, Parrish, FL – Landscape analyst.
- Legacy Trail Extension Design and North Port Connector, Sarasota, FL – Landscape analyst.
- North Port Warm Mineral Springs Park Master Plan, North Port, FL – Landscape analyst.

JAKE HESS, PLA, ISACA

LANDSCAPE ARCHITECTURE AND ARBORICULTURE SERVICES

Jake has two years of experience as a landscape architect. His experience includes creating elegant designs for clients, 3D renderings, estimating materials, material orders, and project management. Jake earned a Bachelor of Landscape Architecture and Plant Sciences from the University of Maryland, College Park. His software skills include Sketchup, Lumion, Vector Works, AutoCAD, and ArcGIS.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, University of Maryland
- Professional Landscape Architect in Florida, #2018
- ISA Certified Arborist, #FL-10035A

RELEVANT EXPERIENCE

- Rosemary Park, Sarasota, FL – Landscape analyst.
- The Bay Park, Sarasota, FL – Landscape analyst.
- 17th Street Regional Park, Sarasota, FL –Landscape analyst.
- Parrish Community Park Phase I, Manatee County, FL – Landscape analyst.
- Bobby Jones Nature Park, Sarasota, FL – Landscape architect.
- Farr Field Park, Wauchula, FL – Landscape analyst.
- US 41 Landscape Medians, Sarasota, FL – Landscape analyst.
- Northeast Park, Nokomis, FL – Landscape analyst.
- Englewood Artist Area Improvements, Englewood, FL – Landscape analyst.

J. CASEY LONG, PE

STRUCTURAL ENGINEERING

Casey has 29 years of diverse civil and structural engineering experience on infrastructure improvement projects in Florida, Texas, Virginia, and the Caribbean. His professional background includes project management and design services for seaport, industrial, commercial, military, and educational facilities. He has provided design and general consulting and structural engineering services for complete building systems including warehouses, office buildings, public safety facilities, and cruise terminals. Casey also has significant experience in masonry, concrete and steel building systems and truss framed roof systems. In 2015, he was honored as Engineer of the Year by the Palm Beach Chapter of the Florida Engineering Society (FES).

PROFESSIONAL CREDENTIALS

- Master of Science, Structural Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #56083
- Professional Engineer in Texas, #94119
- Professional Engineer in Virgin Islands, #802 PE
- Florida Engineering Society, Member
- National Society of Professional Engineers (NSPE), Member

RELEVANT EXPERIENCE

- Yacht Club, Cape Coral, FL – Marine structural engineer.
- RiversEdge, Jacksonville, FL – Marine structural engineer.
- Dunedin Marina Permitting, Design, and Construction Phase Services, Dunedin, FL – Project manager.
- Marina Dock Replacement and Seawall Repair, Miami Beach, FL – Marine structural engineer.
- United States Coast Guard Fort Myers Station Rebuild, Fort Myers Beach, FL – Marine structural engineer.
- Cape Coral Weir 7-Basin Control Structures, Cape Coral, FL – Marine structural engineer.
- Welleby Park Expansion, Sunrise, FL – Marine structural engineer.
- Wellington Community High School Sports Complex, Wellington, FL – Marine structural engineer
- Greenbriar Park and South Shore Community Park, Wellington, FL – Marine structural engineer.
- Annie's Dock, Palm Beach, FL – Marine structural engineer.

JUAN FUENTES, PE, FSRE, SI, LEED AP

STRUCTURAL ENGINEERING

Juan has more than 25 years of structural engineering experience. During this time, he has been involved in all aspects of a project from design concept through construction administration. He has worked on a variety of project types including educational, healthcare, institutional, municipal, and sports facilities. Holding an architectural engineering degree (along with his civil engineering degree), Juan has a true appreciation for the artistic vision the architect is creating. He exhausts every option-pushing the envelope to create the landmarks that define a city. His personal philosophy is to provide the soul of a city through the seamless combination of architecture, structure, and vision embodied in Frank Lloyd Wrights Kaufmann Residence. Juan is able fulfill this philosophy through his firsthand knowledge of building materials and construction methods and working meticulously with the architect through all the stages of a projects life cycle.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Miami
- Bachelor of Science, Architectural Engineering, University of Miami
- Professional Engineer in Florida, #62426
- Florida Recognized Structural Engineer
- Special Inspector Threshold in Florida, #62426
- Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP), US Green Building Council
- American Society of Civil Engineers (ASCE), Member
- Urban Land Institute (ULI), Member

RELEVANT EXPERIENCE

- City of Wilson Single A Baseball Stadium, Wilson, NC – Structural engineer.
- Busch Stadium, St. Louis, MO* – Structural engineer.
- Legacy PG Development, LLC, Hutto Perfect Game Complex, Hutto, TX – Structural engineer.
- Deerfield Beach Middle School Park, Deerfield Beach, FL* – Structural engineer.
- Lauderdale Lakes Community Center, Lauderdale Lakes, FL* – Structural engineer.
- Warfield Park, Fort Lauderdale, FL* – Structural engineer.
- Jacobs Aquatic Center, Key Largo, FL* – Structural engineer.
- Lauderdale Manors, Fort Lauderdale, FL* – Structural engineer.
- Vincent Torres Park, Lauderdale Lakes, FL* – Structural engineer.
- Driftwood Pool Complex, Hollywood, FL* – Structural engineer.
- Carver Ranches Park, Fort Lauderdale, FL* – Structural engineer.
- Riverside Park, Coral Springs, FL* – Structural engineer.
- Croissant Park, Fort Lauderdale, FL* – Structural engineer.
- Pierce Park, Coral Gables, FL* – Structural engineer.
- Miramar Pool Complex, Miramar, FL* – Structural engineer.
- Florida Marlins Ballpark, Miami, FL* – Structural engineer.
- New Jersey Nets Arena Peer Review, Brooklyn, NY* – Structural engineer.
- University of Central Florida, Convocation Center, Orlando, FL* – Structural engineer.

**projects completed prior to joining Kimley-Horn*

DIANA BELLO

CDBG ADMINISTRATION AND MANAGEMENT

Diana has 17 years of public program management experience, which includes 10 years of experience as a Capital Projects Manager and Internal Programmatic Auditor for infrastructure projects. She has experience assisting municipalities in drafting federal procurement guidelines, developing internal controls, and implementing procedures to meet federal program requisites. Through her career, Diana has managed administrative teams and construction inspectors working on capital projects, helping them to ensure compliance with the grants' regulations, such as the Davis-Bacon Act and the American Iron and Steel Act and Federal Financial and Expenditures reporting. Diana has been instrumental in the development and implementation of funding strategies for large hardening and restoration, stormwater, and utilities infrastructure projects, such as county-wide septic-to-sewer conversion projects, hardening public buildings and rehabilitation of water and wastewater treatment plants.

PROFESSIONAL CREDENTIALS

- Master, Business Administration, Nova Southeastern University
- Bachelor, Political Science, Florida International University

RELEVANT EXPERIENCE

- **Joe's Creek CDBG Greenway Restoration Project, St. Petersburg, FL** – Grant specialist.
- **Multi-Basin Stormwater Assessments, Naples, FL** – Grant specialist.
- **Grant Writing or Fundraising Services, Marco Island, FL** – Project manager.
- **East Winter Haven One Water Master Plan, Winter Haven, FL** – Grant specialist.
- **Bay Laurel Center Community Development District (BLCCDD) 2.5-MGD Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL, Ocala, FL** – Grant specialist.
- **Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Grant, Frostproof, FL** – Grant administrator.
- **World North Advanced Wastewater Treatment Plant, Phase 1 - $26.1M and Phase 2 - $33.9M, Marion County, FL** – Grant specialist.
- **Grant Writing or Fundraising Services, City of Okeechobee, FL** – Grant specialist.
- **Grant Strategy, Mobile, AL** – Grant specialist.

CHRIS NIFORATOS, PE

RESILIENCY

Chris is a principal engineer with 30 years of multidisciplinary experience in the areas of water resources, asset management, and resiliency planning. Chris has served as a quality advisor for local and state clients with specific expertise in planning, public outreach, and construction management. He has delivered a variety of complex water resources projects that have spanned from undertaking countywide asset condition assessments to developing hardening plans for buildings and devising energy management strategies. Chris also serves as Kimley-Horn's national practice lead for critical infrastructure resilience and has successfully identified funding opportunities and prepared materials needed to secure funds. He has also worked on the close-out of numerous grant-funded projects.

PROFESSIONAL CREDENTIALS

- Master of Engineering, Environmental Engineering, University of South Florida
- Master of Business Administration, University of South Florida
- Bachelor of Science, Civil Engineering, Clarkson University
- Professional Engineer in Florida, #56881
- Certified Professional in Erosion and Sediment, FDEP #20856

RELEVANT EXPERIENCE

- Joe's Creek CBDG Greenway Restoration Project, St. Petersburg, FL – Program manager.
- Opa-locka FEMA-Funded Stormwater Infrastructure, Opa-locka, FL – Program manager.
- Charlotte County Industrial Pretreatment Program and Wate/Wastewater Regulatory Compliance, FL – Project engineer.
- Lee County Iona Drainage District Canal H-7 Drainage, Phase 1, Fort Myers, FL – Project engineer.
- Miami Beach Business Case Analysis Stormwater Resiliency Program Pilot Project, Miami Beach, FL – Project engineer.
- Coastal Resiliency Plan and Comprehensive Plan Updates, Sebastian, FL – Project engineer.
- St. Pete Beach Phase I Coastal Resiliency Plan & Phase II Vulnerability Assessment, St. Pete Beach, FL – Project engineer.
- Longboat Key Village Stormwater Master Plan Peer Review, Longboat Key, FL – Project manager.
- Charleston Critical Infrastructure Threats and Vulnerability Assessment and Charleston Resilience Plan, Charleston, SC – Project engineer.
- Indian River County Vulnerability Assessment, Indian River County, FL – Project manager.
- Preliminary Vulnerability Analysis, Venice, FL — Project manager.

KARIN TEUFFER, PE

RESILIENCY

Karin is a professional engineer with more than 7 years of experience involving water resources master planning, America's Water Infrastructure Act (AWIA) compliance and vulnerability assessments, Water and Wastewater Treatment Plant (W/WWTP) alternative evaluation, drainage design, and, most recently, H&H modeling. She has served as a project engineer on stormwater master plans and private development stormwater system design and has experience in modeling with Interconnected Channel and Pond Routing (ICPR) and Hydraulic Engineering Center-River Analysis Systems (HEC-RAS).

PROFESSIONAL CREDENTIALS

- Master of Science, Environmental Engineering, Cornell University
- Bachelor of Science, Environmental Engineering, Cornell University
- Professional Engineer in Florida, #94890
- American Water Resources Association (AWRA), Member

RELEVANT EXPERIENCE

- Vulnerability Assessment and Adaptation Strategies, Fort Myers Beach, FL – Project manager.
- Stormwater Master Plan and Vulnerability Assessment, Lighthouse Point, FL – Project engineer.
- Comprehensive Vulnerability Assessment, Miramar, FL – Project engineer.
- Stormwater Master Plan and Vulnerability Assessment, Weston, FL – Project engineer.
- Vulnerability Assessment, Miami Lakes, FL – Project engineer.
- Vulnerability Assessment, Pembroke Park, FL – Project engineer.
- CDBG-MIT Townwide Drainage Improvement and Flood Hazard Mitigation Plan, Surfside, FL – Project engineer.

PHILIP DiMARIA, AICP, CNU-A

PLANNING/REZONING SUPPORT

Philip has nine years of land use planning and urban design experience in Florida. He has worked in both public and private sectors; as an infrastructure planner for a quickly growing Tampa Bay community, and as a consultant serving diverse communities through land development code updates, form-based codes, comprehensive planning, redevelopment planning, rezoning, scenario planning and scenario analyses, multimodal transportation planning, and context sensitive urban design. Philip is an accredited member of the Congress for the New Urbanism, American Planning Association, Urban Land Institute, and Form-Based Codes Institute, and a member of the American Institute of Certified Planners.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Geography, Arizona State University
- American Institute of Certified Planners (AICP), #32396
- Congress for New Urbanism Accredited (CNU-A)

RELEVANT EXPERIENCE

- The Bay Park, Sarasota, FL – Project planner.
- Marie Selby Botanical Gardens, Sarasota, FL – Project planner.
- Legacy Trail Extension, Sarasota, FL – Project planner.
- Downtown Wellen, North Port, FL – Project planner.
- Murdock Village Community Redevelopment Plan Update, Charlotte County, FL – Project planner.
- Coastal Resiliency Plan and Comprehensive Plan Updates, Sebastain, FL – Project planner.
- Fort Myers Beach RV Park, Fort Myers, FL – Project planner.

RONNIE VAN FLEET, PWS

ENVIRONMENTAL/NEPA

Ronnie is an accomplished Environmental Scientist with more than 38 years of experience with a broad range of experience working with public works and private sector projects, including roadways, trails, stormwater systems, utilities, environmental restoration, and private developments. Ronnie also has extensive experience with environmental permitting, including conducting wetland delineations, habitat and plant surveys, listed wildlife studies and permitting, Environmental Resource Permitting (ERP), States recent 404 permitting for Assumed Waters, and federal permitting. Ronnie is well respected for his ability to negotiate with state and federal agencies, and he has successfully navigated the permitting process for dozens of complex projects.

PROFESSIONAL CREDENTIALS

- Master of Science, Fisheries and Aquatic Sciences, University of Florida
- Bachelor of Science, Wildlife Ecology, University of Florida
- Professional Wetland Scientist, #000731

RELEVANT EXPERIENCE

- Lee County Environmental Consulting Contract (Permitting, Mitigation and Monitoring), Fort Myers, FL – Environmental scientist.
- 17th Street Regional Park, Sarasota, FL – Environmental scientist.
- Parrish Community Park Phase I, Parrish, FL – Environmental scientist.
- Bobby Jones Nature Park, Sarasota, FL – Environmental scientist.
- Bradenton Riverwalk Phase 1 & 2, Bradenton, FL – Environmental scientist.
- The Bay Park, Sarasota, FL – Environmental scientist.
- Plymouth Harbor Peninsula, Sarasota, FL – Environmental scientist.
- Punta Gorda Boca Grande CDBG-MIT Grant Assistance, Punta Gorda, FL – Environmental scientist.
- Desoto Sidewalk Improvements, Sarasota, FL – Environmental scientist.
- Englewood Artist Area Improvements, Englewood, FL – Environmental scientist.

KELLIE CLARK, PE

CIVIL ENGINEERING

Kellie is a registered professional engineer with 17 years of water resources engineering experience. She has provided project management, GIS, modeling, design, and permitting services for wetland restoration projects, regional stormwater treatment facility projects, and stormwater retrofit projects, as well as watershed management programs ranging from less than 15 square miles to over 800 square miles. She has spent her entire career serving municipalities throughout the state of Florida, completing projects in more than a dozen counties statewide. Kellie has special expertise with leveraging GIS to develop watershed management programs, hydrologic and hydraulic models, and water resources master plans. Her project experience includes stormwater master planning; infrastructure inventory and data management; water quality assessment; public outreach; and design and permitting. Kellie's impact on the surface water community in Florida is evident by her role as 2021 president for the Florida Section of the American Water Resources Association.

PROFESSIONAL CREDENTIALS

- Master of Science, Civil Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #77642

RELEVANT EXPERIENCE

- Baker Park, Naples, FL – Project engineer.
- Central Avenue Improvements, Naples, FL – Project engineer.
- Lee County Larry Kiker Preserve Planning, Design, and Permitting Phase 1, Fort Myers, FL – Project manager.
- Babcock Ranch Community (includes multiple phases and Watershed Master Plan), Charlotte and Lee Counties, FL – Project engineer.
- Sarasota County Dona Bay Watershed Environmental Restoration, Sarasota, FL – Project manager.
- Legacy Trail Extension Design and North Port Connector, Sarasota, FL – Project engineer.
- Hendry Creek West Branch Water Quality Improvements, Fort Myers, FL – Project engineer.
- Lee County Iona Drainage District Canal H-7 Drainage, Phase 1, Fort Myers, FL – Project manager.

DOUG ECKMANN, PE, BCEE, DWRE, FASCE

CIVIL ENGINEERING

Doug has 40 years of experience in the funding, planning, permitting, design, and construction of water-related infrastructure projects for public utilities. He has served as the program manager, project manager, and technical director for more than $450 million of water and wastewater related capital projects in Southwest Florida alone. These projects include public water supply, water treatment, storage, and distribution. He is a Board-Certified Environmental Engineer in Water Infrastructure and a Board-Certified Water Resource Engineer. In 2015, he was elected to Fellow of the American Society of Civil Engineers.

PROFESSIONAL CREDENTIALS

- Master of Business Administration, Saint Edward's University
- Bachelor of Science, Mechanical Engineering, Northwestern University
- Professional Engineer in Florida, #47259
- Board-Certified Environmental Engineer, #00647, AAWRE
- Board-Certified Water Resources Engineer, #00647, AAWRE
- Fellow of the American Society of Civil Engineers
- American Water Resources Association (AWRA)

RELEVANT EXPERIENCE

- Babcock Ranch AWT WRF (Town and Country Utilities), Babcock Ranch, FL – Quality manager.
- North Port Southwest Wastewater Reclamation Facility (SWWWRF), North Port, FL – Quality manager.
- Bay Laurel Center Community Development District (BLCCDD) Bay Laurel North Water Reclamation Facility (WRF), Marion County, FL – Quality manager.
- City of Vero Beach Water Reclamation Facility Vero Beach, FL – Project engineer.
- Everest WRF Headworks Improvements Condition Assessment and Basis of Design Report, Cape Coral, FL – Project engineer.
- Englewood Water District Water Reclamation Facility New Headworks, Englewood, FL – Project engineer.
- Peace River Manasota Regional Water Supply Authority Regional Integrated Loop Phase 2B And 2C Pipelines Project Feasibility Routing Study, Arcadia, FL— Project engineer.
- Peace River Manasota Regional Water Supply Authority Regional Integrated Loop Phase 2B Pipeline (42-Inch Potable Water Transmission Main), Charlotte County, FL — Project engineer.
- Southwest Water Treatment Plant High Service Booster Pump Station and Storage Facilities, North Port, FL — Project engineer.
- Southwest Wastewater Reclamation Facility (SWWWRF), Effluent Storage and Pump Station, North Port, FL — Project engineer.

JUSTIN NAPOLITANO, PE, ENV SP

CIVIL ENGINEERING

Justin is a professional engineer with over seven years of experience in the field. His skill set encompasses various facets of civil design services including due diligence, site layout and grading design, stormwater management and drainage design, sewage collection design, and regulatory agency permitting services. Justin has worked on a diverse range of project types, including institutional, parks, hotels, retail, residential, and industrial developments, as well as hospitals. He is proficient with ICPR modeling, CAD, storm pipe sizing, and utility sizing.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida Atlantic University
- Professional Engineer in Florida, #94104
- Envision Sustainability Professional, Institute for Sustainable Infrastructure

RELEVANT EXPERIENCE

- Lee County RV Storage Civil Design, Lee County, FL – Project engineer.
- US 41 and Diplomat Parkway Multifamily, Lee County, FL – Project engineer.
- McCollum Hall Mixed-Use, Fort Myers, FL – Project manager.
- Marie Selby Botanical Gardens, Sarasota, FL – Project engineer.
- MIVO Diplomat Center, Fort Myers, FL – Project engineer.
- Naples Charter School, Naples, FL – Project manager.
- Naples Charter School Gymnasium, Naples, FL – Project manager.
- Boca Grande CDBG-MIT Grant Assistance, Punta Gorda, FL – Project engineer.
- Terra Ceia RV Resort, Palmetto, FL – Project engineer.
- Tommy's Express Car Wash Program, Lee County, FL – Project engineer.

PAUL ANDERSON, EI

CIVIL ENGINEERING

Paul has nearly 4 years of civil engineering experience in Florida. He has completed a wide variety of land development projects, from residential, multifamily, commercial, to mixed-use developments, and is adept at all aspects of the land development process. His specific tasks include providing stormwater and drainage analysis using various stormwater modeling programs, water quality assessments, utility design including lift station design and fire flow analysis, site planning and site layout, entitlement processes, roadway design, utility coordination, permitting assistance, ADA compliance analysis, maneuverability studies, and construction phase services. His software experience includes: AutoCAD Civil 3D, ArcGIS, WaterCAD, StormCAD, ICPR4, BMPTrains, and AGI32 software.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida Gulf Coast University
- Engineering Intern in Florida, #1100023038

RELEVANT EXPERIENCE

- Brooks Community Park Concept Plan and Improvements, Fort Myers, FL – Project analyst.
- McCollum Hall Mixed-Use, Fort Myers, FL – Project analyst.
- North Port Warm Mineral Springs Park Master Plan, North Port, FL – Project analyst.
- Lee County RV Storage Facility, Fort Myers, FL – Project analyst.
- Town Village Walk Multifamily, Fort Myers, FL– Project analyst.
- Port Charlotte Station, Fort Myers, FL – Project analyst.
- Cape Coral Commons, Cape Coral, FL – Project analyst.
- US 41 and Diplomat Parkway Multifamily Due Diligence, Fort Myers, FL – Project analyst.

ROCCO ANGERAMI

CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

Rocco has more than 42 years of experience in the engineering/construction industry. He has performed as both project manager and design engineer for the construction and design of multiple community, pipeline, roadway, and heavy infrastructure projects. As a former owner/operator, Rocco has the experience and knowledge to incorporate value engineering into everyday construction applications to help ensure clients receive the most cost-effective construction services.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering Technology, Rochester Institute of Technology

RELEVANT EXPERIENCE

- Central Avenue Improvements, Naples, FL – Construction observer.
- Baker Park, Naples, FL – Construction observer.
- Cape Coral Community Parks On-Call, Cape Coral, FL – Construction observer.
- Siesta Key Beach Park, Siesta Key, FL – Construction observer.
- The Bay Park, Sarasota, FL – Construction observer.
- Bobby Jones Nature Park, Sarasota, FL – Construction observer.
- Bradenton Riverwalk Phase 1 & 2, Sarasota, FL – Construction observer.
- Legacy Trail Extension Design and North Port Connector, Sarasota, FL – Construction observer.
- 17th Street Regional Park, Sarasota County, FL – Construction observer.
- Downtown Wellen, North Port, FL – Construction observer.
- Wellen Park Golf and Country Club, North Port, FL – Construction observer.
- Charlotte Harbor Gateway Walk, Charlotte Harbor, FL – Construction observer.
- Terra Ceia RV Resort, Fort Myers, FL – Construction observer.
- McGuire Park, Charlotte County, FL – Construction observer.
- Parrish Community Park Phase 1, Manatee County, FL – Construction observer.
- Marie Selby Botanical Gardens, Sarasota, FL – Construction observer.

DERICK BRYANT

CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

Derick is a construction services manager with more than four years of experience in land development and new building projects, including commercial, municipal, public safety, single-family, and multifamily projects. Derick has a proven ability to manage multiple active construction projects, performing tasks such as cost estimates, quantity take-offs, specifications, constructability reviews, and construction administration. Additionally, Derick is an active-duty member of the National Guard and possesses strong leadership skills, interpersonal and communication abilities, and practical problem solving.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Finance, Florida Gulf Coast University
- OSHA 10 Hour

RELEVANT EXPERIENCE

- Charlotte County Sheriff's Office District 5 and Fire-EMS Station, Charlotte County, FL – Construction observer.
- B-Street Mixed-Use, Charlotte and Lee Counties, FL – Construction observer.
- Curry Creek Linear Park, Charlotte and Lee Counties, FL – Construction observer.
- Babcock Ranch Community, Charlotte and Lee Counties, FL – Construction observer.
- Jack Peeples Park, Babcock Ranch, Charlotte County, FL – Construction observer.
- Canopy at Babcock Ranch, Charlotte County, FL – Construction observer.
- Babcock Neighborhood Schools K-8 Expansion, Charlotte and Lee Counties, FL – Construction observer.
- Babcock Neighborhood Schools High School Expansion, Charlotte and Lee Counties, FL – Construction observer.

CLAYTON SCELZI

MECHANICAL, ELECTRICAL, & PLUMBING

As Kimley-Horn's Mechanical, Electrical, & Plumbing (MEP) Florida Lead, Clayton brings 17 years of dynamic experience across a vast range of project types including mixed-use, office, residential, highrise, municipal, higher education, K-12, sports, hospitality, and entertainment. Clayton pairs his engineering background with a client-focused approach, building strong partnerships to create functional inspiring buildings and public spaces.

PROFESSIONAL CREDENTIALS

- Associate of Arts, Engineering, St. Petersburg College
- Certificate, Advanced Architectural Drafting, Pinellas Technical Educational Center

RELEVANT EXPERIENCE

- **Wellen Park, North Port, FL** – MEP project manager.
- **Wellen Park Community Garden, North Port, FL** – MEP project manager.
- **West River Pocket Park, Tampa, FL** – MEP project manager.
- **Miami Freedom Park, Miami, FL** – MEP project manager.
- **Southwest Recreation Aquatic Center Redesign, Largo, FL** – MEP project manager.
- **Horizon West Bay (Largo City Hall), Largo, FL*** – MEP project manager.
- **Tropicana Field Stadium Repairs, St. Petersburg, FL** – MEP project manager.
- **City of Wilson Single A Baseball Stadium, Wilson, NC** – MEP project manager.
- **TD Ballpark, Toronto Blue Jays Spring Training Headquarters and Player Development Complex, Dunedin, FL*** – MEP project manager.
- **Lee Health Sports Complex and Hammon Stadium, Minnesota Twins Spring Training Facility, Lee County, FL*** – MEP project manager.
- **Florida Polytechnic University Innovation Science and Technology Building, Lakeland, FL*** – MEP project manager.
- **Pinellas County Building Assessments, St. Petersburg, FL*** – MEP project manager.

**projects completed prior to joining Kimley-Horn*

ERIC TSIGULOFF, PE

MECHANICAL ENGINEER

Eric brings experience with a multitude of project types from high-rise residential to retail, office, and much more. Eric has worked with a variety of systems such as chilled water, condenser water, variable refrigerant flow, DX, and ground systems along with sizing various plumbing and fire protection systems; such as domestic water, sanitary, storm, and various grease waste systems. In addition to his technical expertise, Eric offers clear and direct communication throughout the project life cycle.

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Mechanical Engineering, University of Florida
- Professional Engineer in Florida, #92845

RELEVANT EXPERIENCE

- Wellen Park, North Port, FL – Mechanical engineer.
- Wellen Park Community Garden, North Port, FL – Mechanical engineer.
- West River Pocket Park, Tampa, FL – Mechanical engineer.
- Miami Freedom Park, Miami, FL – Mechanical engineer.
- Southwest Recreation Aquatic Center Redesign, Largo, FL – Mechanical engineer.
- Horizon West Bay (Largo City Hall), Largo, FL – Mechanical engineer.
- Tropicana Field Stadium Repairs, St. Petersburg, FL – Mechanical engineer.
- City of Wilson Single A Baseball Stadium, Wilson, NC – Mechanical engineer.

IAN FLEMINGS, PE, LEED GA

ELECTRICAL ENGINEER

Ian brings more than 16 years of total industry experience, beginning as an electrician and advancing to electrical design engineer. He has experience building and providing design for a wide variety of projects and building types, with specialized expertise in power distribution systems, standby power systems, lighting controls and photometrics, short circuit analysis, and selective coordination. Ian's handson electrical experience gives him a unique understanding of the challenges and implementation realities of both new construction and renovation projects, and how to effectively mitigate through high-quality design.

PROFESSIONAL CREDENTIALS

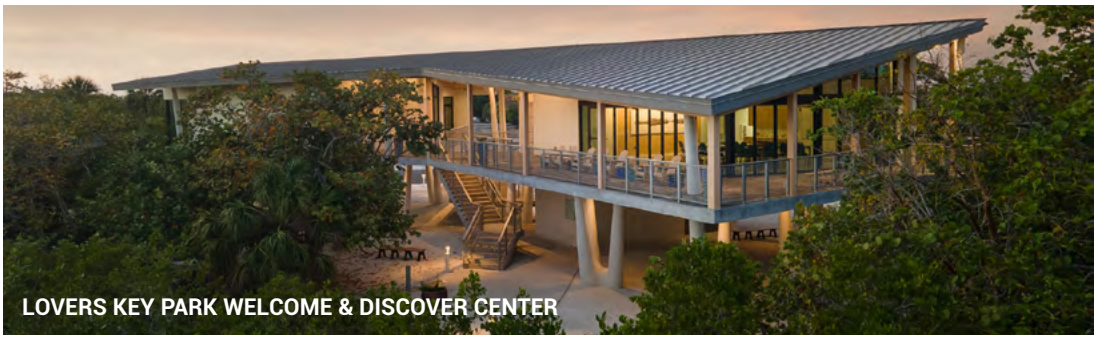
- Bachelor of Science, Electrical, University of Central Florida
- Professional Engineer in Florida, #05233
- Leadership in Energy and Environmental Design (LEED) Green Associate (GA), Green Business Certification Inc. (GBCI)

RELEVANT EXPERIENCE

- Wellen Park, North Port, FL – Electrical engineer.
- Wellen Park Community Garden, North Port, FL – Electrical engineer.
- West River Pocket Park, Tampa, FL – Electrical engineer.
- Miami Freedom Park, Miami, FL – Electrical engineer.
- Southwest Recreation Aquatic Center Redesign, Largo, FL – Electrical engineer.
- Horizon West Bay (Largo City Hall), Largo, FL – Electrical engineer.
- Tropicana Field Stadium Repairs, St. Petersburg, FL – Electrical engineer.
- City of Wilson Single A Baseball Stadium, Wilson, NC – Electrical engineer.

JERRY SPARKMAN, AIA, NCARB

SWEET SPARKMAN



LOVERS KEY PARK WELCOME & DISCOVER CENTER

ROLE

Architecture
Principal in Charge

EDUCATION

M. Arch, University of Virginia, 2001

REGISTRATIONS

Registered Architect
FL #AR91475

American Institute of Architects Member

NCARB - National Council of Architectural Registration Boards

EXPERIENCE

33 years in the industry
22 years with the firm

OFFICE LOCATION

1819 Main Street,
Suite 400
Sarasota, FL

BACKGROUND

Jerry, a founding principal of Sweet Sparkman, has been crafting resilient, thoughtful designs since the firm's inception in 2002. With over 33 years of architectural experience, his work reflects a deep understanding of the coastal environment, emphasizing the integration of local culture, history, and long-term community growth.

Jerry's design philosophy—"respect the land and the people, and the rest will follow"—is exemplified in projects like The Bay Park in Sarasota, where he has merged innovative design with environmental stewardship to create vibrant public spaces. His portfolio spans high-end residential projects, public parks, higher education facilities, and community spaces, all shaped by active listening and a meticulous approach to financial, physical, social, and environmental factors. With a belief that nature provides unlimited inspiration, Jerry continues to create spaces that harmonize with their surroundings while meeting the needs of diverse communities.

PROJECT EXPERIENCE

- Lovers Key State Park Welcome & Discovery Center, Ft Myers Beach, FL
- The Bay Park, Sarasota, FL
- Sarasota County Beach Pavilions, Sarasota County, FL
  - » South Lido Beach
  - » Caspersen Beach
  - » Manasota Beach
  - » North Jetty Beach
- Siesta Key Beach Pavillions, Sarasota County, FL
- Eckerd College Scovanner Pavillion, St. Petersburg, FL
- Eckerd College Campus Resiliency Framework, St. Petersburg, FL
- G.T. Bray Pickleball Complex Master Plan and Design Services, Bradenton, FL
- Selby Gardens Campus Expansion - Phase 1, Sarasota, FL
- Tringali Park Restroom Building, Englewood, FL
- Fruitville Park Play Ball Pavilion, Sarasota, FL

SHANE LAMAY, AIA

SWEET SPARKMAN

THE NEST AT THE BAY PARK

ROLE

Architecture
Principal
Project Manager

EDUCATION

M.Arch, University of Florida, 2016

REGISTRATIONS

Registered Architect
FL #AR100373

American Institute of Architects Member

NCARB - National Council of Architectural Registration Boards

EXPERIENCE

10 years in the industry
6 years with the firm

OFFICE LOCATION

1819 Main Street,
Suite 400
Sarasota, FL

BACKGROUND

Shane brings 10 years of architectural experience as a Principal with specialized focus on coastal recreational facilities and community park design. As a lifelong Floridian, he possesses an in depth understanding of the state's unique climate challenges and the resilience requirements essential for coastal facilities. Shane leads multidisciplinary teams through complex projects with an unwavering commitment to finding the best solution and a relentless ability to bring forward the most creative solutions that are achievable within project constraints.

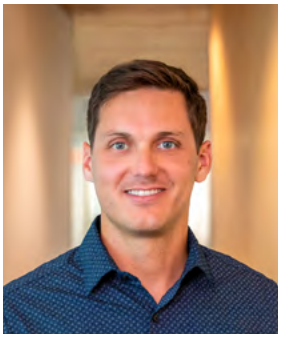
His project portfolio demonstrates direct expertise relevant to Newton Park, including the Lovers Key State Park Welcome & Discovery Center, community park complexes throughout Cape Coral, and waterfront recreational facilities. Shane's experience with projects that serve both educational and community functions provides valuable insight into programming facilities that accommodate diverse user groups while maintaining operational efficiency. His collaborative approach effectively coordinates stakeholder needs with technical requirements, ensuring successful delivery of coastal facilities that enhance community resilience. Shane's proven track record with municipal clients demonstrates his ability to balance community needs with budget constraints while delivering exceptional design solutions that withstand Florida's most challenging environmental conditions.

PROJECT EXPERIENCE

- Lovers Key State Park Welcome & Discovery Center, Ft Myers Beach, FL
- The Bay Park, Sarasota, FL
- Selby Gardens Campus Expansion - Phase 1, Sarasota, FL
- Snook Haven Park Improvements, Venice, FL
- Cape Coral Design of Community Parks, Cape Coral, FL
  - » Festival Park
  - » Lake Kennedy Racquet Center
  - » Cape Coral Yacht and Racquet Center
  - » Yellow Fever Creek Preserve
- W.R. Gaines Jr. Memorial Park Tower, Port Charlotte, FL
- G.T. Bray Pickleball Complex Master Plan and Design Services, Bradenton, FL

MARCUS PEDUZZI, AIA

SWEET SPARKMAN



SNOOK HAVEN PARK RECONSTRUCTION

ROLE

Architecture
Project Architect

EDUCATION

University of South Florida, M. Arch, 2015

REGISTRATIONS

Registered Architect
FL #AR101352

American Institute of Architects Member

EXPERIENCE

10 years in the industry
3 years with the firm

OFFICE LOCATION

1819 Main Street,
Suite 400
Sarasota, FL

BACKGROUND

Marcus is a licensed architect with 10 years of experience with a Master of Architecture degree from the University of South Florida, bringing specialized expertise in public facilities and coastal design. As Project Architect, he provides technical leadership for complex projects requiring hurricane resilience, community sensitivity, and regulatory compliance throughout Florida's challenging coastal environment.

His diverse portfolio includes public parks, public administration buildings, historic preservation, and high-end coastal residences, demonstrating his ability to navigate complex regulatory environments while delivering facilities that serve diverse community functions. Marcus's experience with projects requiring historical sensitivity and community engagement, including the Snook Haven Park reconstruction after Hurricane Ian provides relevant expertise for facilities that must honor community heritage while meeting contemporary performance standards. His thorough approach to construction administration ensures that design intent and regulatory requirements are meticulously executed from foundation work through final detailing, delivering resilient coastal facilities that exceed client expectations and withstand extreme weather conditions.

PROJECT EXPERIENCE

- The Bay Park, Sarasota, FL
- Selby Gardens Campus Expansion - Phase 1, Sarasota, FL
- Snook Haven Park Reconstruction, Venice, FL
- Sarasota County Parks Recreation & Natural Resources New Building, Sarasota, FL
- Sarasota County History Center, Sarasota, FL
- Venice Theatre Master Plan and Renovations, Venice, FL
- Sharky's Restaurant Building Renovation, Venice, FL
- Siesta Beach Trolley Shelter, Siesta Key, FL
- Cape Coral Design of Community Parks, Cape Coral, FL
  - » Festival Park
  - » Lake Kennedy Racquet Center
  - » Cape Coral Yacht and Racquet Center
  - » Yellow Fever Creek Preserve

Scott Urquhart, PSM

T2 utility engineers
a kiwa company

Summary of Experience

As Branch Manager of T2 Utility Engineers' Fort Myers location, Mr. Urquhart is responsible for overseeing the successful completion of surveying and mapping projects throughout South Florida. His extensive 29-year experience in land surveying and mapping includes: boundary, topographic, hydrographic, mean high water, route surveys, design and platting, construction layout, SUE, as-built surveys and geodetic control.

Current Position

Fort Myers Branch Manager / Senior Project Manager

Years of Experience

29

Joined T2ue

November 2007

Education

BS / Geomatics / University of Florida / 1999

Professional Registrations

- PSM / FL / #6524 / 2005

Significant Projects

City of Fort Myers Annual Surveying and Mapping, Fort Myers, FL. Project Manager. As needed surveying and mapping services including multiple subdivision plat reviews and Calvary Cemetery subdivision layout.

- Calvary Gardens Cemetery Platting, City of Fort Myers, Fort Myers, FL. Project Manager. T2 Utility Engineers provided the boundary survey, layout and platting for the Calvary Gardens Cemetery for the City of Fort Myers, Florida. This work was performed under a continuing services annual surveying and mapping contract T2ue currently holds with the City of Fort Myers. The cemetery plat contained 12 blocks with 367 individual plots within those 12 blocks. In addition, a separate area, Tract "C", was platted and held for future development of the cemetery. Upon completion, the cemetery plat was filed with the Clerk of Court for Lee County, Florida.
- City of Fort Myers Plat Review, City of Fort Myers, Fort Myers, FL. Project Manager. T2 Utility Engineers provides professional surveying service for the City of Fort Myers for Subdivision Plat Review Services. The plats under review are being prepared by outside firms dissociated with T2ue so that our review is an independent peer review. Our reviews utilize the City of Fort Myers' platting criteria as well as Florida Statutes Chapter 177.001-177.151 relating to platting laws. This is an on-call service T2ue provides the City of Fort Myers under our continuing service surveying and mapping contract with the City of Fort Myers. The plats may range from a few lots to several hundred lots in size and can include cemetery plats. Upon completion, our review is provided back to the City of Fort Myers to pass down to the surveyor of record for necessary edits and ultimately filing with the Clerk of Court for Lee County, Florida.

Lee County Annual Surveying and Mapping, Lee County, FL. Project Manager. T2 Utility Engineers is the prime consultant to Lee County for this annual task-based on-call surveying and mapping services contract. The following is a list of projects performed under the current contract: Lee/Hendry Landfill, Eastwood Acres Boundary Survey, Sunkist Canal Easement Staking, Eastwood Acres Staking, Sunshine Boulevard North ALTA Survey.

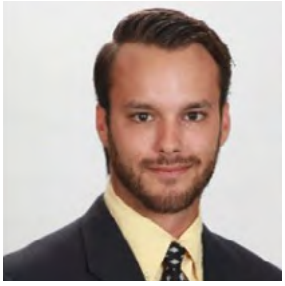
City of St. Petersburg Miscellaneous Professional Surveying, St. Petersburg, FL. Contract Manager/Project Manager. T2 Utility Engineers is the prime consultant to the City of St. Petersburg providing task-based on-call surveying and mapping services. Provided a topographic survey for the Bay Vista Park Renovations and ADA Improvements. In addition to the topographic survey, finished floor elevations were obtained and an Elevations Certificate was provided.

17th Street Park Topographic Survey, Sarasota County, Sarasota, FL. Project Manager. T2 Utility Engineers provided a topographic survey for a portion of the 17th Street Park facility. A survey grade terrestrial laser scanner was utilized to collect the above-ground improvements and topographic data.

Benderson Park Boundary Survey, Sarasota County, Sarasota, FL. Project Manager. T2 Utility Engineers provided a boundary survey for a portion of Benderson Park. Fifty-two boundary monuments were set along the boundary and wetland exception lines.

SE 47th Terrace Streetscape Improvements, Cape Coral, FL. Senior Project Manager. Contracted under T2 Utility Engineers' continuing contract with the City of Cape Coral, a topographic survey of the existing improvements (road, utility, curbing, landscaping, etc.) along SE 47th Terrace and the surrounding streets was provided prior to the streetscape project's design.

RYAN HASKINS, PE
GEOTECHNICAL DEPARTMENT MANAGER/ASSOCIATE PRINCIPLE



PROFESSIONAL CREDENTIALS
Professional Engineer: FL

CERTIFICATIONS
Florida Department of Transportation (FDOT) Auger Cast Piles

Pile Dynamics Inc. (PDI) Pile Driving

Pile Dynamics Inc. (PDI) Thermal Integrity

EDUCATION
Bachelor of Science, 2013, Civil Engineering, University of South Florida, Tampa, FL

EXPERIENCE
Industry: 14 Years

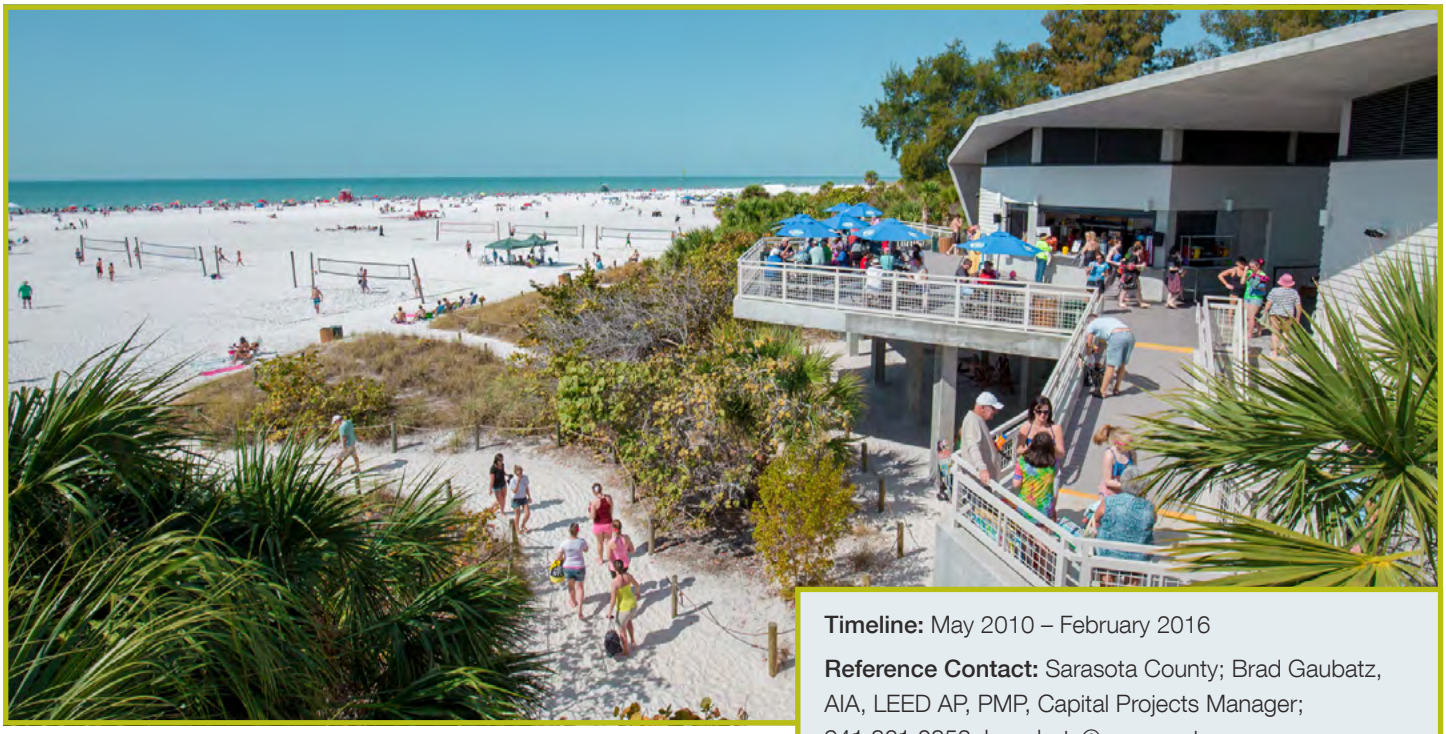
ECS: 4 Years

PROFESSIONAL PROFILE
Mr. Ryan Haskins, PE serves as Geotechnical Department Manager and Associate Principal for ECS Florida, LLC. He has worked on multiple geotechnical projects in Florida and throughout the southeast United States and Caribbean Islands for private and transportation sectors. Mr. Haskins has experience in construction of retaining structures, different geotechncial drilling and sampling techniques, geophysical surveys, slope stability modeling, settlement modeling, retaining wall design, shallow foundation design, deep foundation axial and lateral capacity design, deep foundations QA/QC testing, pavement design and FDOT design standards. Mr. Haskins has worked on several slope stability and bridge projects throughout the southeast United States, overseeing construction and performing QA/QC tests on retaining structures and deep foundations. His responsibilities include scoping, preparation and execution of final reports of subsurface exploration and geotechnical engineering analyses.

PROJECT EXPERIENCE
- Proposed Billboard Sign - 4426 Cleveland Ave, Fort Myers, FL
- Toyota of Fort Myers Addition, Fort Myers, FL
- Hanson St Phase 1 , Fort Myers, FL
- 3038/3052 Cleveland Ave Foundation Monitoring, Fort Myers, FL
- NexMetro Eastwood, Fort Myers, FL
- Volkswagen of Fort Myers Addition, Fort Myers, FL
- Lake Josephine Road in Highlands County, Sebring, FL
- Memorial Park Cemetery, St Petersburg, FL
- Isle of Capri, Naples, FL
- Little Gator Creek, Dade City, FL
- North Collier Regional Park, Naples, FL
- Beach Park, Tampa, FL
- PSB Law Office, Tampa, FL
- Collier Park of Commerce - GEO, Naples, FL
- Vincennes Parking Lot, Cape Coral, FL
- Post Oak Ranch, Crystal River, FL
- Council Growers Roadway and Pond Borings., Wimauma, FL
- Ybor City Logistics, Tampa, FL
- Camden Temple, Riverview, FL
- Clearwater Hotel, Clearwater, FL
- Northport Hotel, North Port, FL

RELEVANT PROJECT EXPERIENCE REBUILD HISTORIC PARK – NEWTON PARK

REFERENCE PROJECTS



Timeline: May 2010 – February 2016

Reference Contact: Sarasota County; Brad Gaubatz, AIA, LEED AP, PMP, Capital Projects Manager; 941.861.0853; bgaubatz@scgov.net

SIESTA KEY BEACH PARK

SIESTA KEY, FL

In Spring 2016, Kimley-Horn celebrated the ribbon cutting of this $26 million flagship project for Sarasota County. Construction started in the Fall of 2013 and was closely sequenced around peak tourist season, nesting turtles, and migrating birds. **Kimley-Horn collaborated closely with Sweet Sparkman Architects for the design of this highly successful project.**

Services included programming, park design, landscape, hardscape, and irrigation design, civil engineering, construction documents, and permitting for this high-profile park project. Design components included enhancements such as a beachfront esplanade to connect key park components; improved traffic circulation and parking; high-quality, indigenous architecture; beautification consistent with a world-class beach park; phasing and effective implementation while keeping the park open; wayfinding signage; environmental permitting; sustainable design to respect the environment and wildlife; and LID/LEED design solutions.

Key park features include a beachfront esplanade, a new concession/restroom facility, a renovated historical restroom, a playground, a picnic area, Florida-friendly landscaping, pervious concrete parking lots, and bioswales with an integrated stormwater treatment system.

Kimley-Horn approached design and permitting as a symbiotic process—with existing native vegetation limits assessed at a finite level of detail, allowing the team to streamline permitting efforts by clearly demonstrating mitigation techniques as a part of the broader park design. Additionally, an integrated network of low-impact techniques, including pervious concrete and specialized stormwater treatment systems, allowed for reduced surface area needed for stormwater facilities. This unique design solution resulted in the necessary increased parking capacity without constructing a parking garage at this world-class destination and beachfront park.

Project activities required permit approval through two major permit programs at the state level (ERP and CCCL). The CCCL permit was processed through the FDEP's Beaches and Coastal Systems office. This project involved obtaining a variance from the GBSL requirements and waivers to requirements from the Florida Department of Environmental Protection (FDEP) and necessary coordination with the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service (FWS), and the Florida Fish and Wildlife Conservation Commission (FWC). The project also included revolutionary stormwater treatment system with the integration of bioswales throughout the site, acres of pervious paving, and the introduction of stormwater treatment by UV and membrane systems prior to the ultimate outfall into the Gulf of Mexico.

2017 ASLA Florida Design Award of Excellence (Open Space Category)

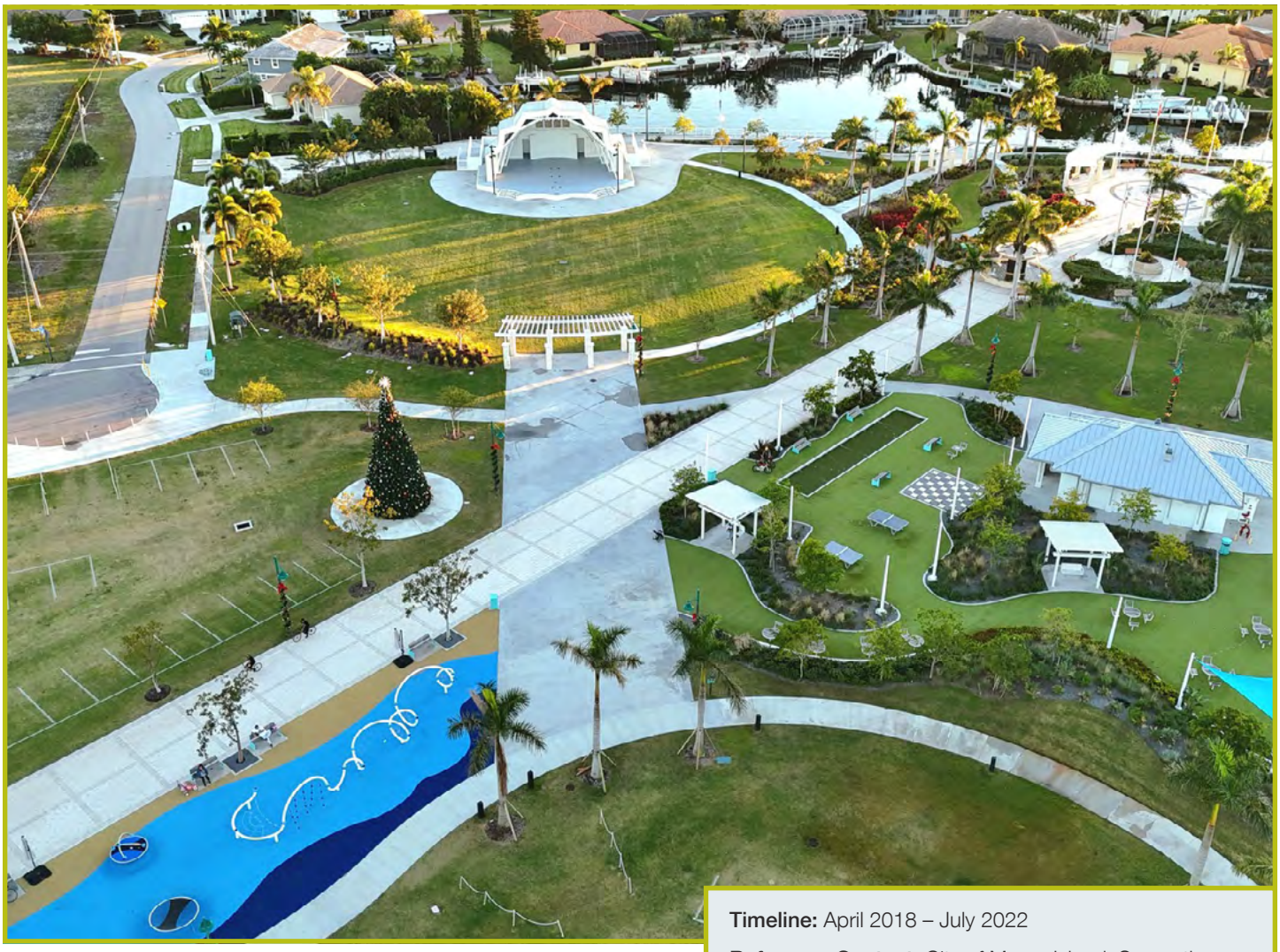
2017 Florida Institute of Consulting Engineers (FICE) Engineering Excellence Award for Water and Stormwater

Timeline: July 2019 – Ongoing

Reference Contact: City of Cape Coral; Michael Ilczyszyn, City Manager; 239.574.0457; milczysz@capecoral.net

YACHT CLUB
CAPE CORAL, FL

In close partnership with Sweet Sparkman Architects, Kimley-Horn is providing land planning, landscape architecture, marina design, civil engineering, environmental permitting, and structural engineering services for the master plan, design, and construction of Cape Coral Yacht Club Community Park. A fixture of Cape Coral since 1962, the Yacht Club is undergoing renovations as part of the City's Parks Master Plan. The $200 million budget for proposed master plan improvements was approved by City Council in October 2020 after an extensive public engagement process that included online surveys, public workshops, stakeholder group workshops, and the development of multiple plan alternatives. Improvements include a boat ramp and launching area; expanded boat trailer parking; expansion of the beach area with a playground, hardscape esplanade, picnic shelters, and grills; beachfront restroom facilities; day docks; expanded marina facilities; new tennis and racquetball facilities; a 300-space/three-story parking deck; and the replacement of more than a half-mile of seawall. The Harbor Master building will include office space for the Cape Coral Police Department and Marine Rescue Unit.



Timeline: April 2018 – July 2022

Reference Contact: City of Marco Island; Samantha Malloy; 239.389.3917; smalloy@cityofmarcoisland.com

VETERANS' COMMUNITY PARK

MARCO ISLAND, FL

Kimley-Horn completed master planning, landscape architecture, public involvement, civil design, construction documentation, permitting, and construction phase services for this 7-acre central park in the Town Center District of Marco Island. The park serves as a social center for the community and features an amphitheater, civic green, waterfront promenade, fountain plaza, performing arts center, playground, public art, and Veterans' memorial. Landscape services included tree protection, tree removal and mitigation plans, irrigation plans, hardscape plans that included shade structures, play equipment specifications, boardwalks, and decorative lighting. Major design considerations in this project were made to support the functionality of the site for the Veterans Memorial and enhance it, not detracting from its function with the new programming. The park was designed to facilitate events such as the weekly farmers market and larger annual events like the Seafood Festival, with park amenities including the outdoor amphitheater and designated event utility service points throughout the park. The redevelopment was completed with the new Park's grand opening in 2022.

Timeline: June 2016 – October 2019

Reference Contact: City of Naples; Jim Hodgdon, Parks & Parkways Superintendent; 239.213.7134; jhodgdon@naplesgov.com

BAKER PARK

NAPLES, FL

Kimley-Horn provided full design services for Baker Park on the Gordon River in Naples. The property had previously been used as a landfill for yard debris and for water treatment plant waste sludge. The property has been reclaimed as a beautiful riverfront park with design components including a large multipurpose concession building, playground with integrated splash pad, Founders Garden, day dock, canoe/kayak launch, knoll/overlook, stormwater treatment marsh, small amphitheater area, sunrise terrace, waterfront boardwalks, and a ½ mile trail connecting to the Gordon River Greenway bridge.

Kimley-Horn provided landscape architecture, civil, environmental, and permitting/construction phase services for this $14.5 million, high-profile planned destination. Kimely-Horn's landscape architecture-led team proposed a creative design solution to this brownfield site; in lieu of exporting landfill material onsite, it was shaped into a large mound and capped, creating a signature park feature and the new highest elevation in the City of Naples. This approach resulted in millions of dollars being available for additional park amenities instead of waste relocation, and has become a beloved feature for the community.

As part of this project, Kimley-Horn was able to review the $14.5 million budget and develop a plan to save money by limiting the removal of the landfill dirt on site and creating the knoll area. This creative solution saved the client over $1 million and added an iconic design element to the project that has become an integral part of the park. Additionally, the Kimley-Horn design team worked closely with the City from the beginning to the end of the project, completing construction phase services under budget, where the contractor and design team were able to present the City with a significant reimbursement.

2020 American Society of Landscape Architects (ASLA) Florida Design Award of Merit (Open Space Category)

ADDITIONAL PROJECT EXPERIENCE

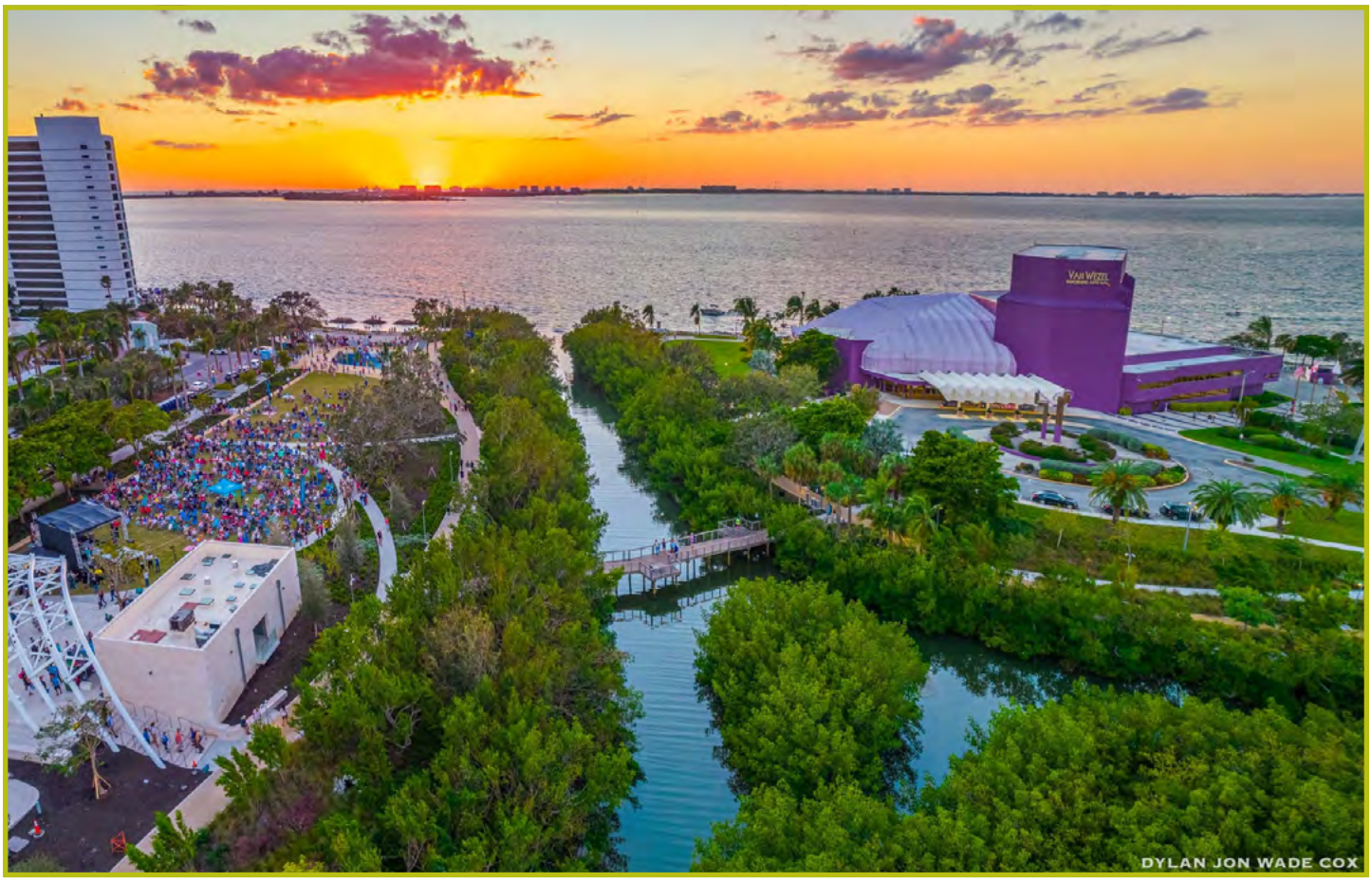
SEBRING WATERFRONT REDEVELOPMENT PLAN

SEBRING, FL

The City of Sebring, in collaboration with Kimley-Horn, embarked on a transformative redevelopment plan aimed at revitalizing the Lake Jackson waterfront area in downtown Sebring. This project, initiated by the Sebring Community Redevelopment Agency (CRA), seeks to enhance the economic vitality and aesthetic appeal of the waterfront district, delivering significant community benefits through visionary placemaking. The primary goals for the completed Master Plan included stimulating local economic growth by attracting new businesses, tourism, and investment to the waterfront area; to do so, design concepts envision a vibrant, accessible public space that encourages community activities and events. Environmental sustainability is a key focus, with the implementation of sustainable design practices to protect and enhance the natural environment of Lake Jackson. The redevelopment also seeks to improve the visual appeal of the waterfront through thoughtful landscaping, public art, and architectural design.

Key enhancements include the development of the public waterfront, renovation of the historic pier, new playgrounds, splashpad and garden spaces, the creation of a large event lawn, opportunities for new dining, waterfront recreation rental opportunities, and beach volleyball. Safe, scenic walkways and bike paths will connect the waterfront to downtown Sebring and surrounding neighborhoods. Enhanced access to Lake Jackson will be provided for boating, fishing, and other water-based activities.

The Plan also integrates commercial, residential, and recreational spaces to create a dynamic, multi-use environment. Sustainable design elements, such as green infrastructure, native landscaping, and eco-friendly materials are incorporated to promote environmental stewardship. Community involvement has been a cornerstone of the project, with extensive public and stakeholder engagement to gather feedback and ensure the redevelopment aligns with the needs and desires of Sebring residents. To communicate the benefits of the redevelopment and generate buy-in for the design vision, Kimley-Horn's efforts have included leading multiple rounds of community/stakeholder workshops, development of an Online Survey, design concepts and alternatives based on stakeholder and CRA feedback, and 3D modeling. The Sebring Waterfront Redevelopment Plan has been approved and when fully implemented will transform the Lake Jackson waterfront into a thriving, active, and sustainable destination that enhances the quality of life for residents and visitors alike.



THE BAY

SARASOTA, FL

Kimley-Horn, in collaboration with project lead Agency Landscape + Planning and Sweet Sparkman Architects, provided professional consulting services for the Master Plan, Phase 1, and the ongoing $65-million Phase 2. The park has already established a cultural and economic legacy for the region while ensuring open public access to the Sarasota Bayfront. Special features of the first phase of the Bay include an iconic ibis-themed children's playground, a recreational mangrove walk with a kayak launch, a 30-foot spiral shade structure and concessions pavilion, and an events and performance lawn. Beyond the natural assets provided by the Bayfront, this park offers greater connectivity to surrounding neighborhoods and reflects Sarasota's diverse heritage while emphasizing sustainability. Kimley-Horn facilitated the design efforts of a Florida native coastal hammock walkway and the structural design of waterfront structures to withstand inundation from storm surge.

2024 ASLA Professional Award for General Design, Honor Award

2023 ASLA Florida Design Award of Excellence (Open Space Category)

2023 ASLA Florida Frederic B. Stresau Award

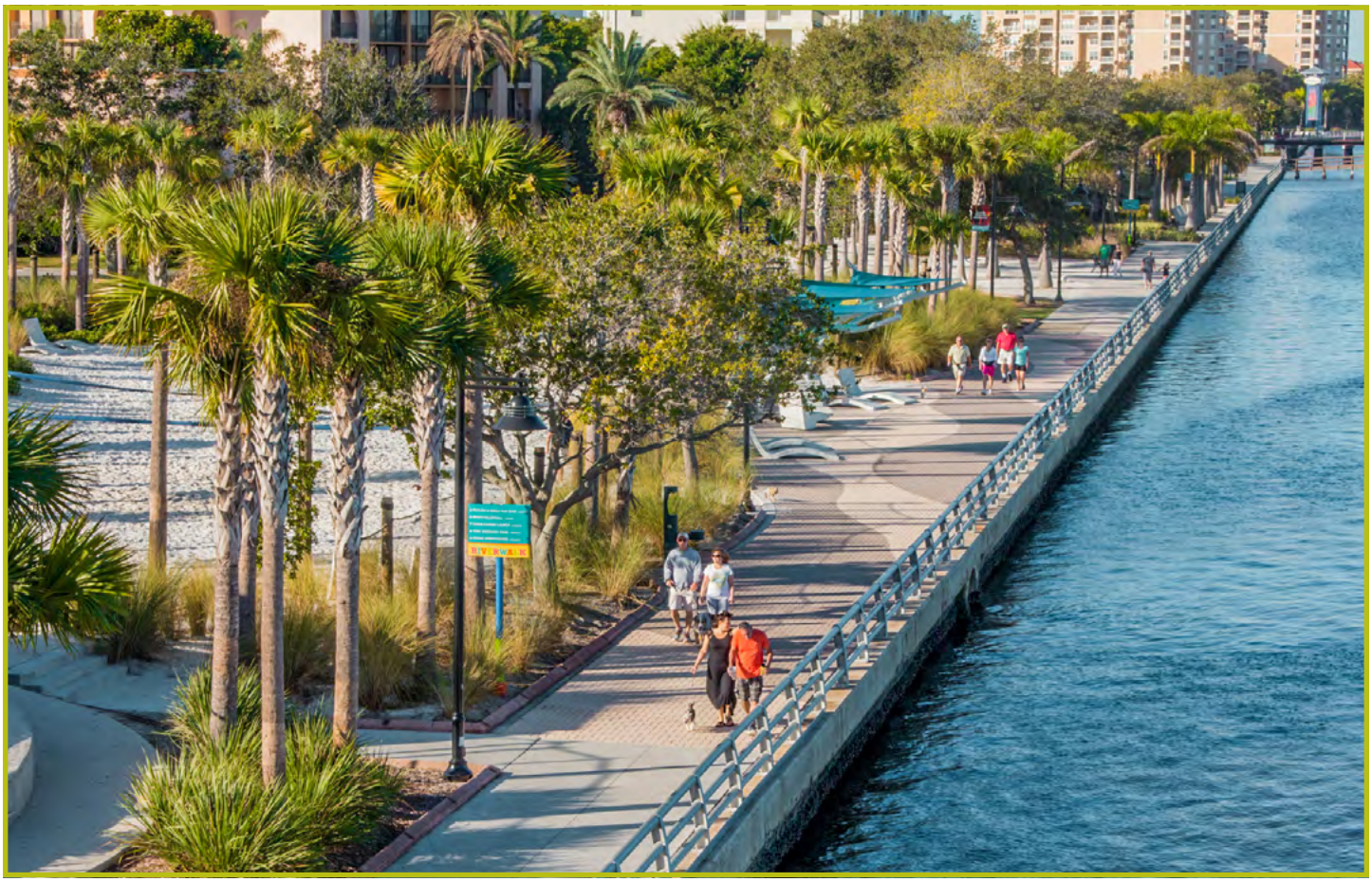
DUNEDIN MARINA MASTER PLAN, DESIGN, AND CONSTRUCTION PHASE

DUNEDIN, FL

Kimley-Horn was selected to develop a comprehensive Master Plan for the Dunedin Marina and its associated public facilities. This Master Plan was crafted based on valuable input gathered from community engagement meetings, stakeholder consultations, and feedback from City staff and the City Commission. Kimley-Horn's scope of services encompasses project administration, coordination of meetings, data collection, public and stakeholder engagement, marina site assessment, seawall and pier assessment, conceptual development of the master plan, including the upland waterfront public park space, and the delivery of the final master plan document.

For structural engineering scope, Kimley-Horn is responsible for the structural evaluation of the existing bulkhead, 100+ marina slips—including floating docks and wood finger piers—a boat ramp, and wood boardwalks in this major Park upgrade. We have provided comprehensive marina planning, general marina design concept options, utility coordination and support, permit guidance, and boat ramp traffic flow concepts and options.

Kimley-Horn is now providing permitting, design, and construction phase services for the Phase 1 Implementation of the Master Plan.



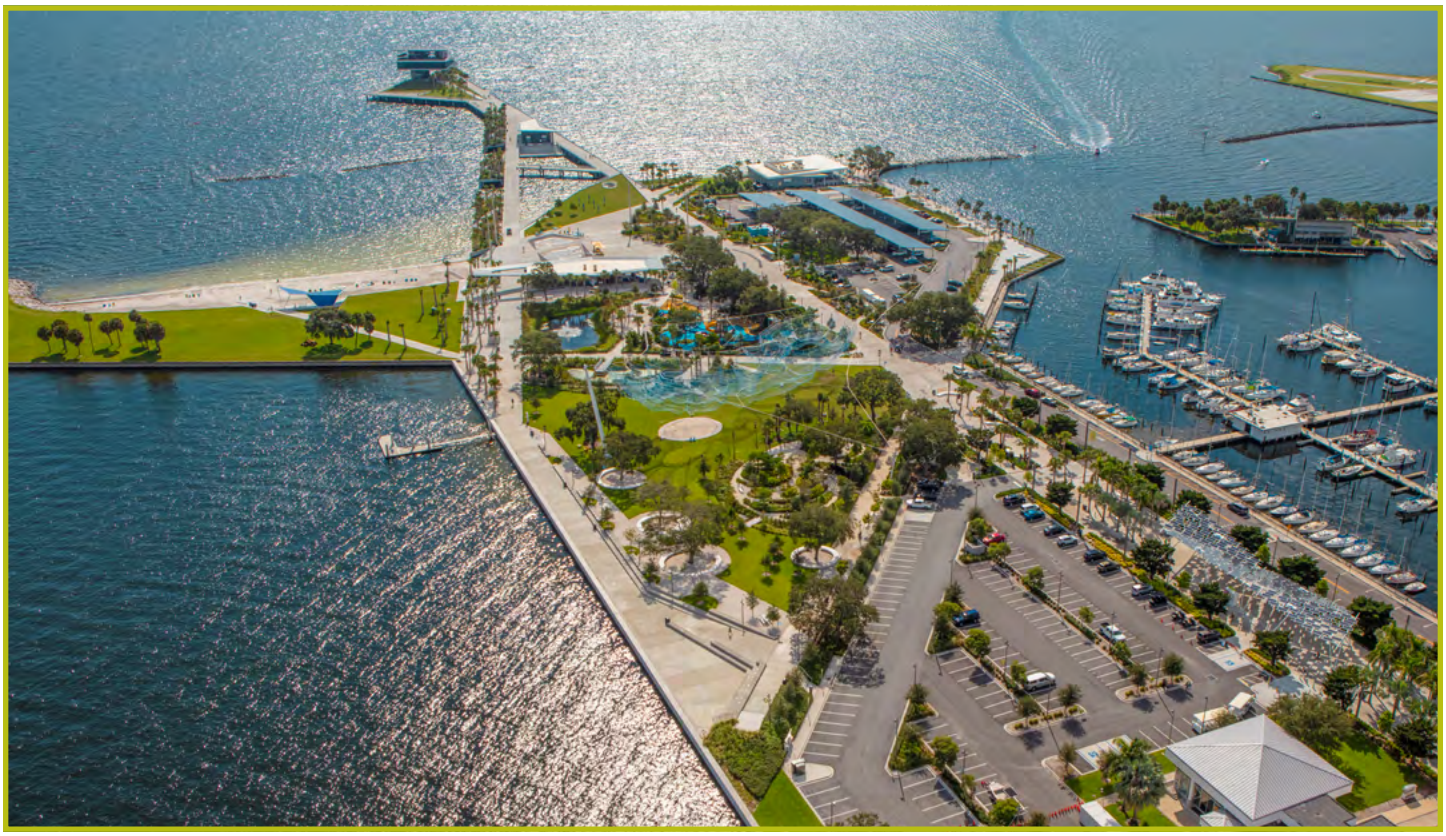
BRADENTON RIVERWALK

BRADENTON, FL

Kimley-Horn prepared both a master plan and construction documents for the Bradenton Riverwalk, a 3-mile continuous linear park and trail along the Manatee River in Downtown Bradenton, Florida. Services included public engagement, programming/master planning, landscape architecture, civil engineering, permitting, public art coordination, grant services, structural design, and construction phase services.

The process consisted of the facilitation of an extensive public involvement program to identify opportunities for enhancement to the existing Riverwalk, as well as features that would attract users to the waterfront on a regular basis. This process also included collaboration with USF Architectural Graduate students as part of a summer design studio. The design team also coordinated closely with the City of Bradenton, Southwest Florida Water Management District (SWFWMD), and Florida Fish and Wildlife Conservation Commission (FWC) to obtain over $1 million in grant funding for this multi-phase project.

Phase 2 of the project connects the downtown area to the east at Mineral Springs Park, incorporating a variety of environmentally friendly features like a living shoreline with sea grasses and oyster domes to improve water quality. The expansion also includes historical markers, several over-water boardwalks and piers, an observation tower, and scenic spots for capturing sunrise and sunset photos, enhancing both the recreational and environmental value of the Riverwalk.



ST. PETERSBURG PIER APPROACH

ST. PETERSBURG, FL

In February 2016, Kimley-Horn was selected to provide professional engineering services for the St. Petersburg Pier Approach project. The St. Pete Pier is a unique waterfront attraction and pedestrian-friendly experience that boasts unmatched sightseeing, retail, dining, and entertainment opportunities. This $90 million, 19.5-acre Pier District fully realizes a master planned vision of an enhanced open space that connects the shoreline to the downtown core of St. Pete. Key Elements of the new Pier Approach include:

- Realignment of the existing entry road to dedicate a central space to the pedestrian experience.
- Gateway plaza and solar powered open-air market with permanent vendor stalls along the active spine.
- Creation of an ADA-friendly family park, including aquatic-themed playground, natural water features, and picnic areas.
- Creation of an accessible waterfront promenade with tree-lined seating, shade, and views of the Bay.
- Sustainable stormwater management improvement.
- Trails and gardens with native plantings.
- Transformative nighttime lighting features and a signature Janet Echelmen netted sculpture (Bending Arc).

Kimley-Horn provided parking design, civil engineering, landscape architecture, structural engineering, and construction phase services for the St. Pete Pier Approach. Unique design elements included designing the stormwater system for the entire Pier District to exceed minimum requirements, providing additional water quality before discharging into the Bay; sustainable water management methods that create an enjoyable and educational experience for visitors while establishing natural habitat for wildlife; and streetscape design for a gateway between Beach Drive and the Pier entry, which features a road diet, enhanced pedestrian sidewalks and landscaping, and a four-way stop. Adeptly harmonizing creative engineering, problem solving, thoughtful design, and economic vitality, the Kimley-Horn team was instrumental in making this project a reality and creating a must-visit, community-defining landmark.

The Pier is not only an iconic public space for the City of St. Petersburg, but a world class destination—**Urban Land Institute (ULI) selected St. Pete Pier as one of six winners for the 2022 Global Awards for Excellence, a top honor recognizing the best new urban designs worldwide. The Pier Approach was also awarded the 2021 Engineering News-Record (ENR) Southeast Best Landscape/Urban Redevelopment Project.**

BAYFRONT PARK

LONGBOAT KEY, FL

Bayfront Park, located in the Town of Longboat Key, is a shared project between the Town of Longboat Key and Sarasota County. Located on Sarasota Bay, the existing park provides recreational activities for the residents of Longboat Key: tennis, softball, children's playground, shuffle board, fishing, kayak launch, basketball, and indoor exercise/meeting rooms. With the addition of an adjoining +/- 3.0 acres, the County and the Town proposed a revisioning of the park. Kimley-Horn was hired to help create the park vision and aid in presentations to the residents of Longboat Key.

The revised master plan called for a new community center, increased public parking, increased opportunities to access Sarasota Bay, interpretive environmental education areas, increased passive recreation areas, a multi-use active recreation area, themed children's playground, and a dog park. The park also introduced a number of waterfront elements like docks, piers boardwalks, and restored waterfront structures while protecting existing mangroves including an integrated stormwater management system of tidal swales and treatment ponds with native coastal vegetation.

BABCOCK RANCH COMMUNITY

BABCOCK RANCH, FL

Surrounded by the 73,000-acre Babcock Ranch Preserve, Babcock Ranch is a planned 17,000-acre, eco-centric community for more than 50,000 future residents. The goal of the development is to create a first-of-its-kind, sustainable community. The vision of Kitson & Partners, the developer of Babcock Ranch, includes enhancing water quality, abating regional drainage issues, and developing the site in a socially responsible manner to preserve much of the natural habitat. In addition, Babcock's homes and businesses are powered by renewable solar energy, making it the first solar town in the United States.

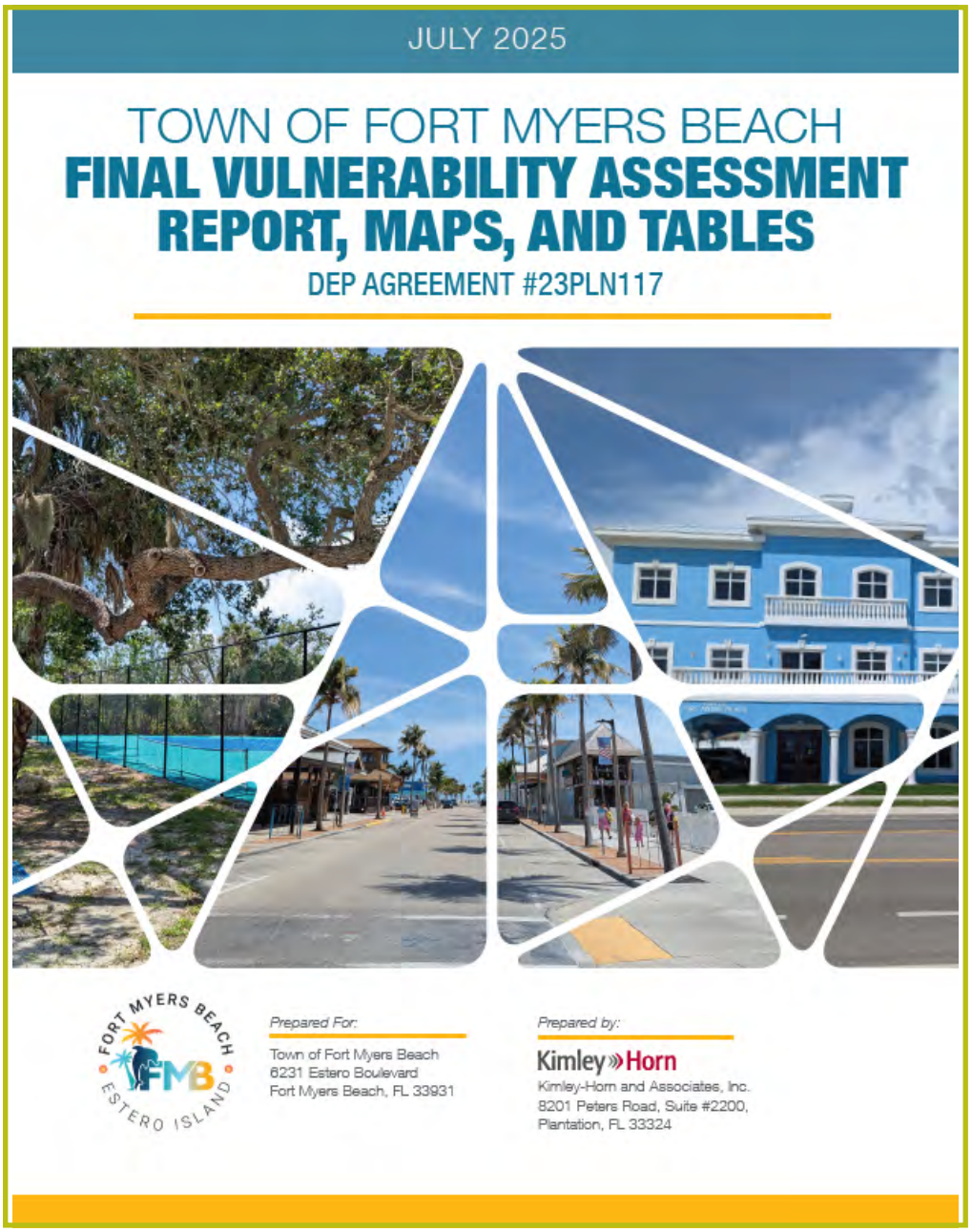
Kimley-Horn became involved with the project early in the due diligence and planning phases, and we continue to provide engineering, landscape architecture, and planning services. We have provided the master planning for the overall project and individual villages, including the town center and first 1,000 units of development. We continue to provide the master planning, design, and environmental resource permitting of the surface water management system for the 26+/- square mile development of regional impact. The design of the surface water management system includes created wetlands, an additional 50% water quality treatment, several water storage basins, control structures to enhance the hydroperiods of existing wetlands, and the addition of a conveyance to alleviate existing flow of SR 31 adjacent to the project. In addition, we provide civil engineering services including design, permitting, and construction phase services for the Babcock Ranch subdivisions, commercial sites, water and wastewater infrastructure, and roadways.

Our team was retained to develop the stormwater master plan for the entire community. The master plan addresses flood protection, water quality, and wetland and ecological enhancements over the entire site. Since the plan was developed, conditions have changed and various sites have been constructed. The watershed master plan is constantly being amended to match the ongoing construction of the project. Kimley-Horn is tracking the ongoing development of the community utilizing GIS, thus making model updates easy to maintain for the community. The grand opening of Lake Timber, Babcock Ranch's first neighborhood, occurred in the first quarter of 2017.

VULNERABILITY ASSESSMENT

FORT MYERS BEACH, FL

Kimley-Horn was retained by the Town of Fort Myers Beach under Supplemental Task Authorization No. 1 of Contract RFQ-22-25-AD to develop a Comprehensive Vulnerability Assessment and Adaptation Plan. This initiative, funded in part by a $150,000 grant from the Florida Department of Environmental Protection, was designed to enhance the Town's resilience to rainfall-induced flooding, storm surge, and future sea level rise in accordance with Florida Statutes Section 380.093. The scope of work comprised six major tasks. Kimley-Horn conducted project management activities and compiled critical asset data into a GIS database, identifying and addressing key data gaps. Kimley-Horn then performed an exposure analysis using 15 flood scenarios to evaluate the vulnerability of Town infrastructure, followed by a sensitivity analysis to determine the degree of impact on critical assets—resulting in a ranked list of the most vulnerable assets. Building on these analyses, Kimley-Horn produced a comprehensive Vulnerability Assessment Report that included detailed maps, tables, and GIS datasets. Kimley-Horn also supported the Town in submitting updates to the Comprehensive Plan to ensure consistency with the "Peril of Flood" statute. Finally, Kimley-Horn developed an Adaptation Plan that identified priority focus areas, evaluated adaptive capacities, and outlined a suite of prioritized adaptation strategies to strengthen the Town's long-term resilience.



EXPERIENCE WITH CDBG-DR AND FEDERAL PROCUREMENT PROCEDURES

JOE'S CREEK GREENWAY RESTORATION

PINELLAS COUNTY, FL

This project combines two major infrastructure improvement projects within Community Redevelopment Areas (CRAs). The first improvement project involves the Joe's Creek Greenway, including channel widening for improved capacity and water quality and riparian habitat enhancements and a multimodal trail (approximately 4.1 miles) as programmed by Forward Pinellas, the metropolitan planning organization for Pinellas County. The second improvement project involves implementation of flood mitigation projects identified in the Joe's Creek Watershed Management Plan, which will lower the base flood elevation within the 100-year floodplain, reducing flood risk.

The project was selected to receive a $17.1 million grant award. The Kimley-Horn team is delivering an all-inclusive project management/ grant administration service, sometimes called a coordinated single project approach. In doing this, our team supports the County to develop procurement procedures, budgets, and environmental assessments required by the CDBG-MIT program; develop project timeline schedules; provide guidance on alternative delivery; assist with progress meetings; develop public engagement programs; and manage other consultants delivering services for the project.

EAST WINTER HAVEN ONE WATER MASTER PLAN

WINTER HAVEN, FL

Kimley-Horn is working with the City of Winter Haven on this CDBG-MIT grant-funded project to further evaluate and conceptualize future development in the project area. Goals of this project include resolving regional flooding concerns, water quantity and quality degradation, and habitat losses. Our team is evaluating past flooding problems, water storage, and wetland restoration areas to determine quantity of storage needed to mitigate future flooding problems and investigate locations for water storage as well as water recharge. Kimley-Horn will also work with the City and other stakeholders to prepare a funding plan for the One Water Mitigation area.

CDBG-MIT TOWNWIDE DRAINAGE IMPROVEMENT AND FLOOD HAZARD MITIGATION PLAN

SURFSIDE, FL

Kimley-Horn entered into a Professional Services Agreement with the Town of Surfside, Florida, to execute the Town's CDBG-MIT Town-Wide Drainage Improvement and Flood Hazard Mitigation Plan. Under this agreement, Kimley-Horn was selected through a competitive qualifications process to create a stormwater master plan. The firm delivered services on a 13-month timeline that included four stages: 1) Data Collection, 2) Produce a Stormwater Model, 3) Develop the Adaptation Strategy, and 4) Stormwater Master Plan.

Kimley-Horn's responsibilities included, but were not limited to, field data collection, GIS database management, hydrologic and hydraulic modeling, stormwater schematic design, alternatives analysis, stormwater master planning, capital improvement planning, and cost estimating. Our firm also performed public outreach to understand resident priorities and communicate the conclusions of the master plan. Kimley-Horn adhered to all applicable local, state, and federal regulations, maintained required insurance coverage, and ensured that all deliverables met professional standards and were properly certified.

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT (BLCCDD) - WATER QUALITY IMPROVEMENT

MARION COUNTY, FL

Kimley-Horn is providing design, permitting, construction, and grant administration services, including reviewing policies and procedures; assisting with drafting policies for contractors to use while performing programmatic compliance; supporting the Davis-Bacon administration; payroll tracking and performing at random internal controls and worker interviews; processing reimbursement requests; preparing quarterly reports; and construction inspection andcompliance training for contractors' staff. Furthermore, Kimley-Horn's team assisted BLCDD with preparing and submitting a grant application where $26.1 million was awarded to support Phase 1 of the project. Kimley-Horn is continuing to assist this client with pursuing additional funding, which includes identifying other grant opportunities to subsidize the project. The second grant application was successful and the clie nt has been awarded an additional $33.9 million to finalize the project.

LOVERS KEY PARK VISITORS CENTER

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

LOCATION
8700 Estero Blvd., Ft. Myers Beach, FL 33931

CLIENT
Katie Moses - Park Manager
Lovers Key State Park - FDEP
Catherine.Moses@FloridaDEP.gov
239-707-6328

SIZE
6,520 SF

COST
$4.6 Million

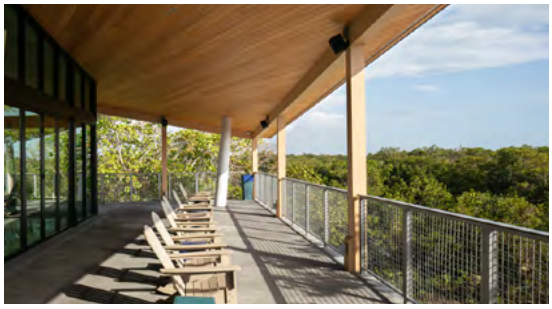
COMPLETION DATE
February 2021

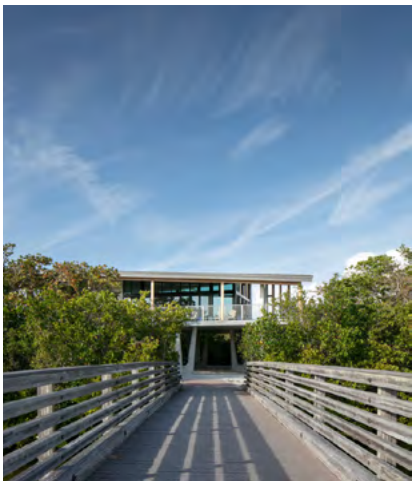
DATES OF ENGAGEMENT
November 2016 - February 2021

SCOPE OF WORK
Located along the Gulf of Mexico in southwest Florida, this project, a new visitor center, seeks to educate the public through exhibits centering on the diverse habitats existing within this barrier island state park. The design profile intends to balance the built and natural environments. Mandated by the state coastal construction requirements, the building's main floor level is elevated to accommodate coastal flooding hazards and hurricanes. A 2,000 SF environmental exhibit center and a 1,000 SF multi-purpose room make up the majority of the interior spaces. A large covered deck area provides outdoor classroom space for environmental education programs. The natural surroundings of the state park inspire the architectural elements of the building. The precast columns support the structure, mirroring the rugged mangrove root systems that protect the barrier island. This interpretation of the mangrove roots supports the building and allows visitors to sit, play, and interact with the "mangrove columns." Selected columns extend full height to the roof, giving the impression of a building nestled within roots.

LOVERS KEY PARK VISITORS CENTER

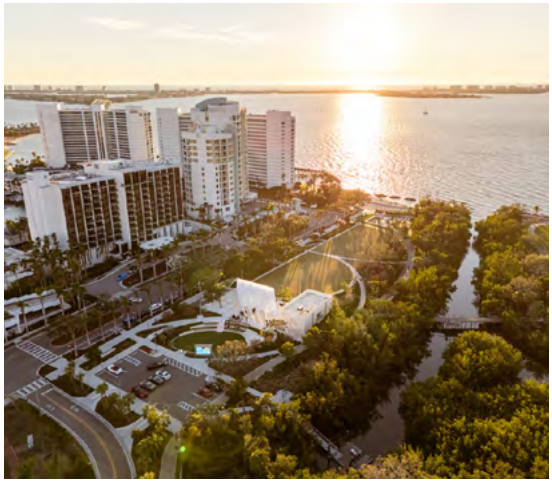
SWEETSPARKMAN
ARCHITECTURE & INTERIORS





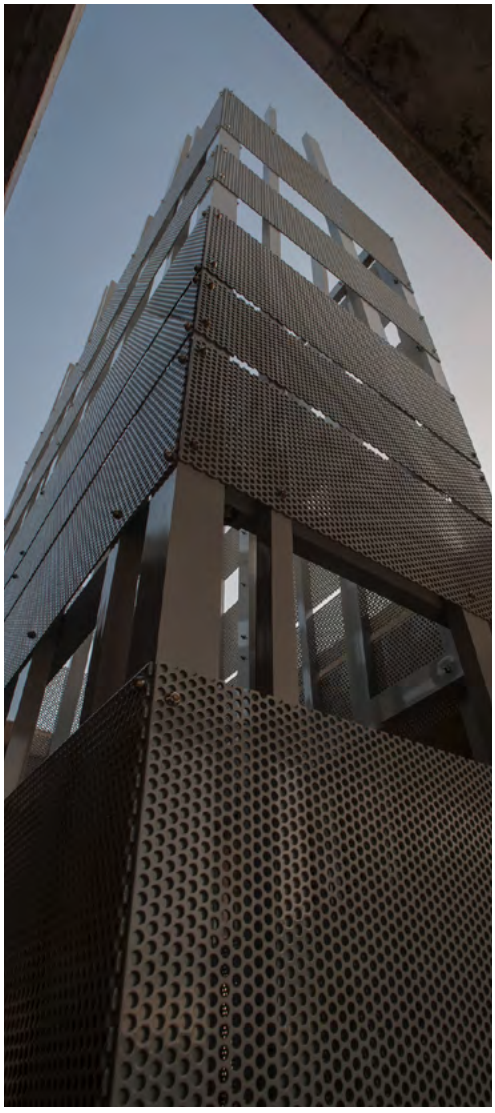
THE BAY PARK

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



SARASOTA COUNTY BEACH PAVILIONS

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



SIESTA KEY BEACH PAVILIONS

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

Bradenton Riverwalk

PROJECT UNDERSTANDING

Kimley-Horn understands the urgency behind revitalizing Newton Park and the important, cherished legacy it holds for the Town of Fort Myers Beach. Our multidisciplinary approach and full range of services uniquely enables us to create precise concepts, designs, and construction documents that are fully implementable per Florida standards.

We recognize the importance of sustainability and have focused our efforts on designing projects that will help Florida thrive in an uncertain future. Our commitment to understanding our clients' needs and providing well-designed, economical, and ecologically-sound solutions has made us the landscape architecture and engineering consultant of choice for dozens of municipalities in Southwest Florida.

Kimley-Horn will apply our expertise and experience in designing and implementing contemporary, state-of-the-art waterfront parks and build on the unique cultural identity of Newton Park. Kimley-Horn will assist the Town in creating a distinctive waterfront park where nature, entertainment, culture, and history combine for an unforgettable experience.

LANDSCAPE ARCHITECTURE APPROACH

The design for Newton Park Beach should be rooted in a community-responsive approach that balances resilience, ecological integrity, and cultural relevance. The design must prioritize elevated, flood-resistant infrastructure, incorporating open-air structures and portable amenities to comply with VE Zone constraints while ensuring ADA accessibility to the beach, an essential feature for mobility-impaired visitors.

Given the park's location within a VE Zone and its vulnerability to coastal flooding, as evidenced by recent impacts from Hurricane Ian, the strategy must prioritize open space preservation and avoid enclosed structures at grade. Elevated structures will be used wherever feasible to meet accessibility needs without compromising safety or compliance.

Early in the design phase, Kimley-Horn will build upon the work already done by the Coastal Florida Recovery and Resiliency Partnership Project (R2P2), providing alternatives that explore different opportunities, evaluate environmental constraints, and test the program against site conditions while respecting the unique historic patterns of the park site and community-focused efforts conducted to-date.

To ensure a cohesive and successful project, we implement a multidisciplinary approach, even in the initial visioning stages. This means that our landscape architects, architects, environmental scientists, engineers, permitting experts, and community planners will all have a key role early in the process to ensure we are exploring the best and most feasible solutions.

The "Visioning" portion of this project will map out a series of guiding principles that ensure the project design:

- Reflects the development driven by the Town's public realm aspirations.
- Explores opportunities for creative educational experiences on the site's history.
- Ensures long-lasting resilience and ease of maintenance.
- Is sensitive and responsive to the Town's implementation budget goals.
- Provides a high-quality environment in keeping with the local context.
- Re-introduces a stabile dune-planted shoreline, along with low and high coastal marshes that harmonize with the surroundings, enhancing biodiversity and fortifying the Park's resilience.
- Enhances the site drainage with improvements to decrease the Town's overall duration of inundation.
- Provides comfortable and pleasing exterior human environments adaptable for a variety of uses.
- Is ecologically sensitive with regard to water use and balances the use of native and exotic materials.
- Considers the pressing need for climate adaptation and resilience.
- Reflects the Town's operations program.
- Offers a design that provides equitable public access and ensures that all visitors can partake in the park's delights.
- Has a distinct sense of place.

Community input will be central to refining the design, as stakeholder feedback has already emphasized the importance of ADA beach access, shaded gathering areas, and flexible event spaces that can generate revenue and foster social cohesion.

The design will incorporate native dune vegetation and indigenous plantings such as Sea Oats, Beach Sunflower, Railroad Vine, and Bitter Panic Grass to stabilize the beachfront, mitigate erosion, and foster habitats for local wildlife, while also taking long-term maintenance considerations into account.

Stormwater management systems such as bioswales and stormwater gardens can be designed to handle frequent rainfall events while also being used as educational opportunities through signage and environmental storytelling, a feature that has proved incredibly successful on projects like the **Marie Selby Botanical Gardens.**

The park programming shall offer flexible spaces for passive recreation and large community events, with shaded seating and picnic areas. ADA-compliant pedestrian pathways will be thoughtfully threaded throughout the space to ensure ease of connectivity and access.

Newton Park Beach is currently within the Residential Conservation zone district. Being less than one acre, Newton Park Beach can be categorized as a neighborhood park. Neighborhood parks are defined as a recreational area open to the public and no larger than one acre that primarily serves the immediately surrounding neighborhood. If the Town's vision for the park is to be regional or community park, defined as a recreational area open the public and larger than one acre that is designed to serve the entire community or larger areas, then a rezone may be required.

Throughout this process, Kimley-Horn will apply a multidisciplinary approach to the preparation of complete landscape, hardscape, environmental, structural, and civil engineering design—from conceptual design to detailed plans and finally construction.

Marie Selby Botanical Gardens

DEPTH OF UNDERSTANDING EXTREME WEATHER CONDITIONS AND FLORIDA REQUIREMENTS

To build a world class waterfront park, you cannot start with a conventional waterfront engineering model—there is a need to understand the driving forces of waves, water levels, and currents to the fullest extent possible to allow for successful implementation of creative and innovative approaches. We must seek a fine balance between a naturalized and recreational, approachable shore.

Kimley-Horn will work to balance the ecological and recreational functions of the shoreline, creating sustainability and resilience in the face of sea level rise. Our team has unmatched understanding of waterfront conditions that will be key to developing sustainable creative solutions, and the ability to adapt that knowledge toward technical detailed design solutions.

Knowledge of waterfront conditions provides the foundation for all work along the shoreline; without that foundation, design solutions are destined for failure. It will take top specialists in all disciplines to realize the Town's vision—**the Kimley-Horn team consists of these specialists, bringing exceptional qualifications that include leading the Final Vulnerability Assessment Report and Adaptation Strategies for the Town.** We will leverage the information gathered in the Vulnerability Assessment and future Adaptation Plan, applying our existing knowledge and studies and incorporating these aspects into seamlessly into our project design.

Our professionals know how to create designs that foster connections to the water, strengthen a sense of community, and catalyze economic growth through programming and activation. When addressing resiliency and storm surge items relevant to Fort Myers Beach, the Kimley-Horn team will focus on the following:

INTEGRATION OF CLIMATE INFORMATION

We understand the driving forces of waves, water levels, and currents to the fullest extent possible to allow for successful implementation of creative and innovative approaches. We will also consider the identified climate hazards, such as sea level rise, salt-water intrusion, coastal flooding, increased temperature, precipitation changes, wind, and air quality.

St. Petersburg Pier Approach

DESIGN FOR ASSET OF SERVICE LIFE

With a focus on successful long-term implementation strategies, our programming and maintenance experts will:

- Develop designs that consider the service life of the asset.
- Ensure design components are suited to maintain reliable performance throughout the project's lifespan and identify areas that may require adaptation as conditions change.

RISK CHARACTERIZATION AND ADAPTATION STRATEGIES

Specific to the Newton Park Beach site and relevant data from the Vulnerability Assessment and Adaptation Plan, the Kimley-Horn team will:

- Identify current and future climate hazards and characterize the risk level for systems and assets.
- Assign low, medium, or high-risk ratings to identify design options and prioritize areas most at risk.
- Develop adaptation strategies, such as raising critical infrastructure, increasing drainage maintenance, integrating green infrastructure, planting heat-and-drought tolerant vegetation, installing flood barriers, and using resilient construction materials.
- Assist the Town with the development of hurricane procedures for the park, as well as routine maintenance procedures.

Siesta Key Beach Park

CIVIL ENGINEERING UNDERSTANDING

Based on our preliminary analysis, we have evaluated the following considerations and requirements:

Newton Park is seaward of the Coastal Construction Line (CCCL) and west of Estero Boulevard. FEMA advised the Town of Fort Myers Beach that the Coastal Risk Map update project was completed effective November 17, 2022. This update was coincidentally just after the massive flooding on September 28 due to Hurricane Ian which destroyed older structures on the island, including the original Newton house. The new flood map includes a new Coastal A Zone and a new area referred to as the Limit of Moderate Wave Action (LiMWA).

FEMA published a report Designing for Flood Levels Above the Minimum Required Elevation after Hurricane Ian (July 2023). This report is in response to observed flooding from Hurricane Ian extending far beyond the mapped flood hazard areas and exceeding Base Flood Elevations (BFEs) depicted on Flood Insurance Rate Maps (FIRMs). This publication introduces the concept of a Design Flood Elevation (DFE) that is significantly higher than the FIRM BFE. This includes a “freeboard” or safety factor in design that is higher than the BFE including an allowance for wave action within the LiMWA. For consideration, Florida also requires projects that use state funding to perform a Sea Level Impact Projection Study (SLIP). Although SLIPs are required for information, they are not elevation requirements. For the lower west coast of Florida, a factor of + 1 foot is reasonable.

Other considerations are FDEP published criteria for habitable structures located seaward (even partially) of the CCCL boundary. The minimum elevation for the underside of the lowest horizontal structural member is the FDEP 100-Year Storm Elevation or FEMA’s BFE plus required freeboard, whichever is highest. Typically, the FDEP 100-Year Storm Elevation is significantly higher than the FEMA-mapped 100-year flood zones and base flood elevations. This criterion on how to apply the criteria is outlined in the Florida Building Code, Section 3109. For construction seaward of the CCCL on Fort Myers Beach the DFE required by the FBC (based on FDEP publication One-Hundred-Year Storm Elevation Requirements for Habitable Structures Located Seaward of a Coastal Construction Control Line) is the FEMA BFE + 2 to 5 feet. Finally, facility design should consider American Society of Civil Engineers standard ASCE 24-24, Flood Resistant Design and Construction as adopted by FEMA. This document recommends FEMA BFE + 2 feet for important structures.

The Newton Park Beach property is in FEMA zone VE-14 and seaward of the LiMWA line. The location invokes the FDEP DFE which is 19.5 feet NAVD at this coordinate. Adding a factor for sea level rise of one foot suggests a design with the lowest structural element of the floor system at no less than elevation 20.5, or about 14 feet above finished grade.

Kimley-Horn was retained by the Town of Fort Myers Beach to develop a Comprehensive Vulnerability Assessment and Adaptation Plan to enhance the Town's resilience to rainfall-induced flooding, storm surge, and future sea level rise in accordance with Florida Statutes Section 380.093.

The project included data compilation, vulnerability and sensitivity analyses, updates to the Town's Comprehensive Plan, and the development of an Adaptation Plan with prioritized resilience strategies. Within the critical assets, Newton Park was classified as a Debris Management Site. This meant that it was evaluated for exposure and risk to flooding in more detail than other parks in the Town. Its critical elevation was determined using recent lidar information and was set to be equivalent to the lowest elevation on site. Results of the sensitivity analysis, which compared flood depths to the critical elevation, showed that the park has a "Medium" risk of flooding in almost all 15 studied flooding scenarios. The "Medium" classification refers to exposure to flood depths greater than 0.5 feet but less than 2 feet, affecting approximately 50% of the area or more. At that risk level, the site is likely to have moderately reduced access.

Laishley Waterfront Park

In two scenarios—Tidal conditions with sea level rise based on 2050 Intermediate-Low and Intermediate projections—Newton Park was classified as having "Low" risk to flooding, experiencing flood depths less than 0.5 feet, affecting less than 50% of the area. The only scenario in which no risk was found based on the methodology and data used was during the present-day tidal flooding scenario.

PERMITTING EXPERIENCE

Kimley-Horn has considerable experience with the design and permitting of a wide variety of waterway and waterfront structures and facilities. Our team of engineers, biologists, geologists, and regulatory specialists understand the complex web of regulatory programs that intersect at the water's edge. Kimley-Horn's engineers have an unparalleled reputation among the professional staff at the local water management districts and other permitting agencies required for this project. Oftentimes, our reliable, established contacts enable us to obtain early, candid assessments of a project's permitability or compliance issues. Our proactive involvement allows us to safeguard your interests long before regulatory changes occur.

From our local offices, we have successfully represented numerous institutional, national, and local clients before federal, state, and local agencies, including the South Florida Water Management District (SFWMD), the Department of Environmental Resource Management (DERM), the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP), among others. We are experienced in preparing permit applications for these agencies, know what is required to gain approval, and excel in providing the high level of coordination that facilitates an expedited permitting process. Once permits are issued, we track the conditions associated with each permit to ensure that the project remains in compliance through construction and final completion.

Permit documentation varies depending on the type of permit and the level of impact and controversy. Time is money; understanding what is required, preparing the documentation, and having the relationships to get through the process is critical. This documentation includes direct, secondary, and cumulative impact assessment; mitigation design; fish and wildlife (especially threatened and endangered species evaluation); water quality studies; elimination and reduction of impacts; and public interest reviews. As part of the permit application review process, additional analysis may be required, such as baseline water quality studies, ecological studies, and hydrogeological studies. The way information is presented can be equally as important as the information itself when coordinating with the agencies and public.

Our approach is to present sound, technical data that helps regulatory agencies complete their tasks, written clearly so the text, plans, and supporting documentation is understandable. We recognize the importance of expediting the permit approval process; our team includes members who are able to identify regulatory requirements and guide the permit process in Southwest Florida. It will be appropriate to secure initial review and approvals from the Town, as well as from any agencies. We will contact regulatory agencies during the preliminary phases of the project, attend pre-application meetings to elicit agencies' concerns, permitting constraints, and required approvals/permits for the project.

Fort Myers Beach

LEED SUSTAINABLE DESIGN PRINCIPLES

Kimley-Horn is able to directly integrate sustainable principles with technical expertise to leave long lasting impacts on the projects and communities we serve. We are well-versed in developing green building alternatives using the fundamentals of LEED and other sustainable certification programs. Kimley-Horn's LEED certified professionals can help make informed choices that enable you to determine the appropriate balance between environmental and economic needs and implement creative solutions while achieving a high degree of sustainability. As a result, the firm's professionals strive to accomplish the following goals, compatible with LEED requirements, on each of our projects:

- Coastal resiliency and sustainable water quality management.
- Utility undergrounding and storm hardening.
- Reduction in the use of nonrenewable natural resources.
- Incorporation of systems and materials that are easily recyclable in the future and/or have recycled content.
- Facilitation of the use of recycled materials during construction and operation of the facility.
- Alternative and low emission transportation planning and design.
- Reduction in heat-island effects by innovative design.
- Greywater and innovative wastewater design.

We have also incorporated various low-impact development techniques. For instance:

- At Parrish Community Park Phase I, we have incorporated Hydro Pavers, which are considered more permeable than meadow grass by SWFWMD.
- At Baker Park, we integrated a series of rain gardens and bioswales, creating a treatment train.
- At Siesta Key Beach Park, we have utilized permeable concrete pavement, bioswales, and a U.V. infrared treatment system to filter pollutants before discharging into the Gulf.
- Additionally, we have experience using filtration media like Bold & Gold in bioswales to remove total nitrogen, phosphorus, suspended solids, and other pathogens.

Furthermore, our design philosophy includes a sustainable approach to plant selection, utilizing native plant species and efficient irrigation practices. **Kimley-Horn employs 125 LEED Accredited Professionals in-house throughout the country and has helped clients achieve LEED Certification on 200+ projects, including projects at the LEED Platinum Level. We are proud to rank #5 on Engineering-News Record's (ENR) list of the Top 100 Green Building Design Firms.**

ARCHITECTURAL UNDERSTANDING (PREPARED BY SWEET SPARKMAN)

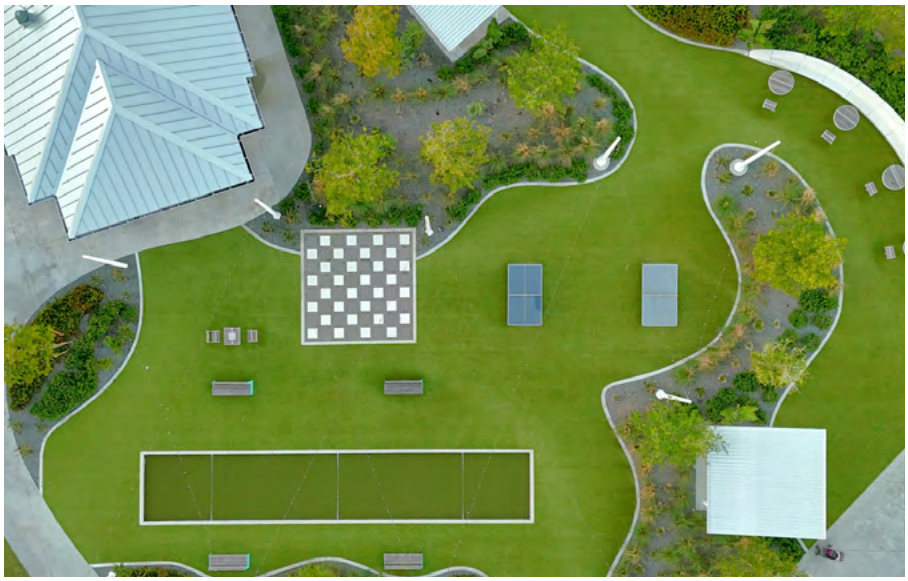
Sweet Sparkman's approach to the Newton Park Beach Facility Reconstruction builds upon our extensive experience with hurricane-resilient coastal facilities and proven partnership with Kimley-Horn. Our methodology integrates comprehensive programming, extreme weather design principles, and community engagement to deliver facilities that serve diverse educational and recreational needs while withstanding Florida's most challenging environmental conditions.

Through similar coastal projects within Lee County, Sarasota County, Manatee County, Charlotte County, and the City of Cape Coral, we have refined our collaborative process and leveraged our proven hurricane resilience expertise and deep understanding of barrier island dynamics to deliver exceptional facilities that achieve FEMA flood mitigation requirements while providing inspiring educational environments that serve the Fort Myers Beach community for generations to come.

We begin the design process with a thorough analysis of storm resilience requirements, community needs, and environmental stewardship opportunities, drawing from our experience with coastal projects including Lovers Key Welcome and Discovery Center, Siesta Key Beach Pavilions, and our ongoing work across Southwest Florida's challenging coastal environment.

We understand that successful coastal educational facilities must balance multiple functions: serving daily educational programming, accommodating community gatherings, providing operational efficiency for town staff, and withstanding Category 5 hurricanes and storm surge events. Our direct experience with impacts of multiple hurricanes on the Lovers Key facility provides invaluable insight into both destructive forces and successful design strategies.

The site's significance as the former location of the historic Seven Seas cottage requires sensitive integration of interpretive elements into the new elevated facility. Our experience with projects that honor community heritage while meeting contemporary resilience standards informs our approach to creating meaningful connections between past and future. We employ a collaborative design process that engages all stakeholders early and consistently throughout the project, emphasizing extensive community engagement and historical interpretation demonstrated through our successful approach on multiple public projects, which involved comprehensive stakeholder meetings to ensure community support and consensus around both functional programming and memorial elements.



Marco Island Veterans' Park

Given Newton Park's role as a critical community asset serving both Fort Myers Beach residents and visitors from throughout Southwest Florida, our engagement process addresses the diverse needs of multiple user groups while ensuring facilities integrate seamlessly with the town's post-hurricane recovery vision. We facilitate productive dialogue between educators, community members, Town staff, and regulatory agencies to develop programming that serves authentic educational needs while achieving operational efficiency and regulatory compliance.

The replacement of the beloved Seven Seas cottage represents both a loss and an opportunity for the Fort Myers Beach community, and our approach honors this legacy through thoughtful design elements that capture the spirit and function of the original structure while meeting contemporary educational needs and resilience standards.

Our technical expertise combines hurricane-resistant structural design with refined environmental interpretation, producing high-quality renderings and visualizations that help bring resilient designs to life for clients and communities. This capability, demonstrated across our coastal projects, ensures that complex FEMA compliance requirements and community programming needs are clearly communicated and thoroughly understood by all stakeholders while maintaining design excellence and achieving the town's resilience and educational goals. The new facility will serve as both destination and classroom, incorporating flexible spaces for diverse educational activities, interpretive exhibits that celebrate local natural and cultural history, outdoor learning environments that connect visitors with the coastal ecosystem, and community gathering spaces that foster ongoing engagement and stewardship.

From programming and design through the construction phase, our services are informed by our understanding of how extreme weather affects both construction processes and long-term performance. We provide rigorous oversight to ensure that resilient design details are properly executed, from foundation work in coastal soils to advanced weatherproofing systems, facilitating efficient communication, shared problem-solving, and unified project management through our established relationship with Kimley-Horn.

GRANT FUNDING UNDERSTANDING

Baker Park

COMPLIANCE

Our team brings decades of experience managing the full grant lifecycle, including application development, implementation, monitoring, compliance, and reporting. We have built a dedicated discipline around public funding administration in response to growing demand from public sector clients.

Kimley-Horn offers extensive expertise in navigating the complexities of state and federal grant programs, having supported clients through every phase of the grant lifecycle—from strategic planning and application development to administration and closeout. We bring a proven track record of securing over $3 billion in funding nationwide, including more than $330 million in Florida in the last five years, demonstrating a deep understanding of regulatory compliance, eligibility requirements, and funding agency expectations. Our team excels in identifying competitive projects, aligning them with appropriate funding sources, and crafting compelling, high-scoring applications across a wide range of programs and platforms.

The firm's approach is rooted in proactive collaboration, strategic planning, and meticulous execution. We will work closely with you to identify funding opportunities, manage application and intake processes, and ensure compliance with procurement, labor, and financial regulations. Our services include a grant management software that helps to track documentation, public engagement strategies, reporting and demonstrating resident engagement, and specialized assistance for programs involving eligibility assessments for relocation, anti-displacement, special housing, and Section 3 compliance.

GRANT ADMINISTRATION

Our team includes former public sector grant professionals with firsthand experience in funding management, administration, and compliance. From the outset, we assist with agreement execution, documentation, and reporting. Once funding is awarded, we maintain detailed records such as invoices, reports, and certifications to ensure audit readiness. We are fully equipped to support the Town through the entire grant lifecycle, from execution to closeout.

RECORD KEEPING AND FINANCIAL MANAGEMENT

Kimley-Horn implements robust documentation and financial management systems aligned with 2 CFR Part 200 and agency-specific requirements. We maintain detailed records of all grant-related activities—including procurement, financial transactions, and correspondence—to ensure audit readiness. Our financial analysts and economists manage budgeting, reimbursement requests, and reporting with precision, ensuring both compliance and transparency.

CITIZEN PARTICIPATION AND OUTREACH

We support public engagement through structured outreach plans, public meetings, and our internal system, PublicCoordinate, which tracks community feedback and participation. Our team ensures compliance with HUD's citizen participation requirements and other public involvement mandates, including multilingual outreach when required. Designated Town employees have access to the system. This software system also integrates with the grant management system.

»PublicCoordinate

PublicCoordinate is an online community engagement tool that enables clients to share project information with the public through an interactive map-based platform and gather community feedback in an easily accessible way.

With PublicCoordinate, you can:

- Easily communicate and collaborate with the public
- Share visualizations of before and after views of project locations
- Collect feedback during all project phases
- Engage large, diverse audiences
- Streamline the public engagement process and put community member's voices at the center of planning decisions.

COMPREHENSIVE GRANT MANAGEMENT SYSTEM INTEGRATION

Kimley-Horn employs a proprietary, centralized platform called "SMARTS" for managing all compliance requirements tied to the grant agreement and subcontracts. SMARTS supports documentation, performance tracking, and regulatory adherence, streamlining oversight and reporting. Designated Town staff will have real-time access to upload documents, monitor updates, and receive automated reminders for upcoming tasks. This ensures transparency, accountability, and timely execution.

APPLICANT OUTREACH AND INTAKE

Our team has experience designing program applications and managing applicant intake processes, including eligibility screening, documentation collection, and case management. We ensure that outreach efforts are inclusive and accessible, in compliance with Title VI and Section 504 requirements.

PROCUREMENT AND LABOR COMPLIANCE

We are fully aware of the strict compliance requirements outlined in 2 CFR Part 200 Subpart D – Procurement Standards, including conflict of interest policies, competitive bidding, and documentation of procurement decisions. Our team regularly reviews solicitations and contracts to ensure alignment with federal and state regulations. Additionally, in the area of labor compliance, we have experience managing the Build America, Buy America Act. We also oversee Davis-Bacon Act compliance, including wage determinations, payroll certification tracking, and worker interviews.

RESIDENTIAL ANTI-DISPLACEMENT, SECTION 3, AND PROPERTY ACQUISITION

Our staff are trained in HUD's Residential Anti-Displacement and Relocation Assistance Plan (RADRAP) and Section 3 compliance. We assist clients in developing and implementing plans that prioritize local hiring and minimize displacement impacts. We also support Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) compliance, ensuring fair compensation and proper documentation.

COMPLIANCE MONITORING AND PROJECT CLOSEOUT

Our quality control and monitoring staff conduct regular compliance reviews, site visits, and reporting to ensure ongoing adherence to grant conditions. We support project closeout by compiling final reports, financial reconciliations, and audit documentation, ensuring a smooth and compliant conclusion to each grant-funded initiative.

ENVIRONMENTAL/NEPA

Our environmental professionals have authored and reviewed hundreds of environmental site assessments and environmental review records across the country, supporting both public and private sector clients.

+ Tier 1 Environmental Reviews: Kimley-Horn has led the preparation of broad-level environmental review records that evaluate the potential impacts of programs or projects across a geographic area. These reviews are designed to streamline future site-specific assessments and ensure compliance with federal and state environmental regulations. Our team brings policy and programmatic expertise to help counties and municipalities establish best practices and mitigation strategies early in the planning process.

+ Tier 2 Environmental Reviews: Building on Tier 1 findings, our professionals conduct detailed site-specific reviews to assess environmental impacts at the project level. This includes evaluating factors such as floodplain management, historic preservation, noise, and contamination risks. At times, the Tier 2 process will require additional 8-step processes which require additional approvals and research. Our team has experience is managing this process. The reports are clear, concise, and tailored to meet HUD and local agency requirements, ensuring readiness for funding release and audit compliance. Kimley-Horn's strength lies in our multidisciplinary approach, combining environmental science, planning, engineering, and regulatory knowledge.

Sparkman Wharf

We work closely with local governments to provide guidance on environmental compliance, risk mitigation, relocation of wildlife, and sustainable development practices. Our team is also experienced in preparing Requests for Release of Funds (RROFs), public notices, and environmental documentation in both English and Spanish. This effort involves extensive federal compliance and coordination, and our team is committed to delivering strategic, efficient, and compliant outcomes at every stage.

Kimley-Horn is fully prepared to deliver comprehensive environmental services to the Town, backed by a robust local presence. It is worth noting that the Kimley-Horn team also has environmental consultants on staff when needed for relocation of wildlife and preparation of cultural resources surveys.

Fort Myers Beach

3D RENDERING AND VISUALIZATION CAPABILITIES

At Kimley-Horn, we pride ourselves on staying ahead of the curve when it comes to utilizing technology in our landscape architecture and engineering projects. Our talented designers regularly employ advanced 3D techniques to create plans that integrate seamlessly with final surfaces, utility modeling, and drainage modeling.

One of the powerful tools we use is SketchUp and Lumion software, which allows us to export 3D elements and provide our clients with a visual representation of the final results. Lumion enables us to create immersive high-resolution environments, which is incredibly valuable during public involvement activities and coordination with Town staff and Council. This technology has proven to be highly effective in building community and stakeholder consensus, as our 3D renderings are often indistinguishable from actual-built photography.

PUBLIC AND STAKEHOLDER ENGAGEMENT

We know how critical public involvement can be to a project, and we have proven ability to effectively assist you with this process. Our team of planners, landscape architects, and engineers understand how to communicate and work with stakeholders and the community, but more importantly know how to build consensus among them. We provide stakeholders with opportunities to establish their priorities and buy into solutions for their concerns and issues. Similarly, all of our design work puts us face-to-face with agency committees, commissions, and councils. These interactions require careful listening, flexibility in approach and technique, confidence, and relevant experience in developing custom solutions to design challenges.

Community involvement may affect the overall program, funding strategies, and implementation phasing. Kimley-Horn is a statewide leader in public involvement and has received awards from the American Planning Association (APA) and the American Society of Landscape Architects (ASLA) for our work in this area.

We have developed effective methods of bringing the community into the process. We are strongly committed to conducting public participation programs that educate, inform, and build consensus for a solution. Our team understands that a strong partnership with the community is critical, and we remain diligent in educating, informing, and building consensus among diverse groups.

Consequently, we have developed effective methods of bringing the community into the process including:

- Charrette/workshop design and facilitation.
- Innovative notification techniques.
- Social media outreach, website design, and application development.
- GIS analysis and graphics.
- Extensive graphics support, including 3D modeling and graphic fly-through models.

Marie Selby Botanical Gardens

Our design team also thinks "outside the box" while developing our design, and we apply this approach to how we engage the community and stakeholders. Understanding that it can be a challenge to get members of the community to attend evening meetings, our team uses additional methods to get public input through other venues.

For the Bradenton Streetscape Master Plan, we facilitated "community conversations" at the local farmer's market and at the Pickin' Picnic, an annual music and arts festival. We also made pizzas together with a local group of millennials where we discussed the streetscape project, listened to their ideas, and developed project goals—all while making food and dining together.

During the master planning process for Phase 2 of the Bradenton Riverwalk, Kimley-Horn worked with the Center for Active Design and a non-profit organization to host a "Park-for-a-Day" event on the site of the Riverwalk Phase 2 improvements. We developed themed activities designed around music, history, literacy, and the environment in order to gauge the public's interest in the themes and then understand how these could be incorporated into the park programming.

In July of 2020, our team received a Best Practices award from the APA FL Chapter for Creating Together: Youth Centered Planning for the Riverwalk East Master Plan which recognizes the successful resident engagement of residents by our Millennial Team. We have found that using these non-traditional tactics for public engagement helps to capture a wider audience making it easy and fun for citizens to participate, and results in receiving better feedback.

PROPOSED WORK PLAN, INCLUDING TIMELINE AND GUARANTEED DELIVERABLES

Kimley-Horn has served as a consultant for many Florida municipalities, counties, and institutions. To complement the Town's goals and objectives, you need a partner that provides a deep bench of professional resources capable of realizing your vision. You not only need innovative and outside-the-box thinkers, but you also require the workload capacity to deliver—this is where Kimley-Horn excels.

We have developed a general approach which we will tailor to the Town's needs. This approach centers on four primary focal points:

1. **Responsive Full Service.** We are confident we have compiled a team that understands the importance to responsiveness as well as brings the technical experience to handle every aspect of the requested services. We have local, state, and national experience available to serve on any project, if needed.
2. **Communication and Collaboration.** We will communicate and collaborate with all stakeholders and Town staff members from day one. We believe this focal point is critical in any project.
3. **Minimize Costs.** Our approach is focused on both short-term and long-term cost savings. We will help Town identify and procure outside funding whenever possible.
4. **Efficient Schedule.** We understand the projects you will initiate under this contract require action. We will develop efficient delivery schedules and workflow to get the job done.

PROJECT WORK PLAN

A Project Work Plan (PWP) will be developed at the onset of the project that provides the details for execution of the work. The PWP will contain a description of the project; the scope, schedule, and budget; design standards and performance criteria; key personnel roles and responsibilities; lists of stakeholders and lines of communication; and QC/QA procedures. Subconsultants will be managed using formal subcontracts specifying required deliverables, budget, and schedule. Technical experts and subject matter specialists will be engaged to address project issues at appropriate project phases.

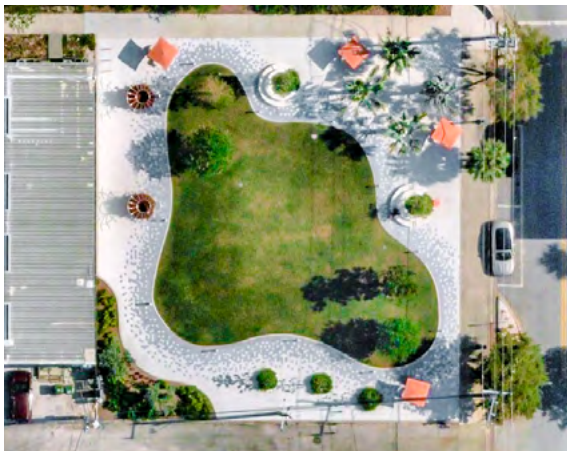
The PWP will be provided to all project team members, confirming goals and objectives. Project manager Kelsie Shy, PLA will work with each discipline lead position with a focus on:

- Maintaining overall control of the project delivery.
- Managing the flow of information both internal to the project team and with Town and key stakeholders.
- Managing integration of our subconsultant team members.
- Maintaining adherence to budget and schedule.
- Being responsible for the quality control of final deliverables.

TIMELINE

The CDBG-DR Grant Requirements awarded on 1/1/2025 stipulate a specific timeframe of 12/30/2028 for project delivery and closeout. We have built our project timeline to recognize the urgency required, particularly for permitting and environmental approvals. Given our similar experience and staffpower capacity, we are confident in our ability to meet the timeline of the grant requirements.

Furthermore, our team brings added value given our institutional knowledge and familiarity with the Town as we work concurrently on the Vulnerability Assessment and Adaptation Strategies. This in-depth knowledge and ability to efficiently coordinate with our in-house staff responsible for these reports will streamline initial efforts and greatly lessen ramp up time; we are already starting ahead of schedule, with the insights and expertise to hit the ground running immediately on design and permitting.



Rosemary Park

GUARANTEED DELIVERABLES

NOTICE TO PROCEED (NTP)
FEBRUARY 2, 2026

VISIONING & CONCEPTUAL PLAN
FEBRUARY 2, 2026 - MARCH 31, 2026

30% SCHEMATIC DESIGN (SD)
MARCH 31, 2026 - MAY 29, 2026

60% DESIGN DEVELOPMENT (DD)
JUNE 1, 2026 - JULY 31, 2026

90% CONSTRUCTION DOCUMENTS (CD)
AUGUST 3, 2026 - SEPTEMBER 30, 2026

ENVIRONMENTAL REVIEW RECORDS
AUGUST 3, 2026 - SEPTEMBER 30, 2026

PERMITTING (SFWMD AND FDEP)
AUGUST 3, 2026 - FEBRUARY 26, 2027

BID PACKAGE PREPARATION AND BIDDING
OCTOBER 1, 2026 - NOVEMBER 30, 2026

100% CD ISSUED FOR CONSTRUCTION
MARCH 1, 2027

CONSTRUCTION PHASE SERVICES
MARCH 1, 2027- AUGUST 31, 2028

PROJECT CLOSE OUT AND FINAL PUNCH LIST
AUGUST 31, 2028

STAFFPOWER PLANNING

One of the ways Kimley-Horn ensures the proper resources are dedicated to specific projects is through the use of a proactive, proprietary management system known as "castaheads." Castaheads detail every project's personnel needs, staff availability, and ensure that the project team is committed to complete the various assignments. Internal production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads. Weekly regional production meetings are also held to assess the availability and distribution of resources among Florida's Kimley-Horn offices.

We know the importance of meeting our clients' deadlines and proactively take the necessary steps that enable us to confidently commit to meeting yours. With our depth of staff and ability to activate resources from other offices, we can ensure your projects are completed on-time. The cast-ahead system is used by our project managers to define specific staffing needs for the upcoming month and for the next six months. The objective is to balance the workload in a manner that maximizes the utilization of production staff while ensuring that all project requirements and client deadlines are met.

We have reviewed our current workload and based on our castaheads, we can assure you that the staff members selected for this team have the capacity to serve on these projects and are in an excellent position to handle the associated workload. We have more than enough staff and technical resources to complete every scope item as part of this RFQ on time, within budget, and to your satisfaction.

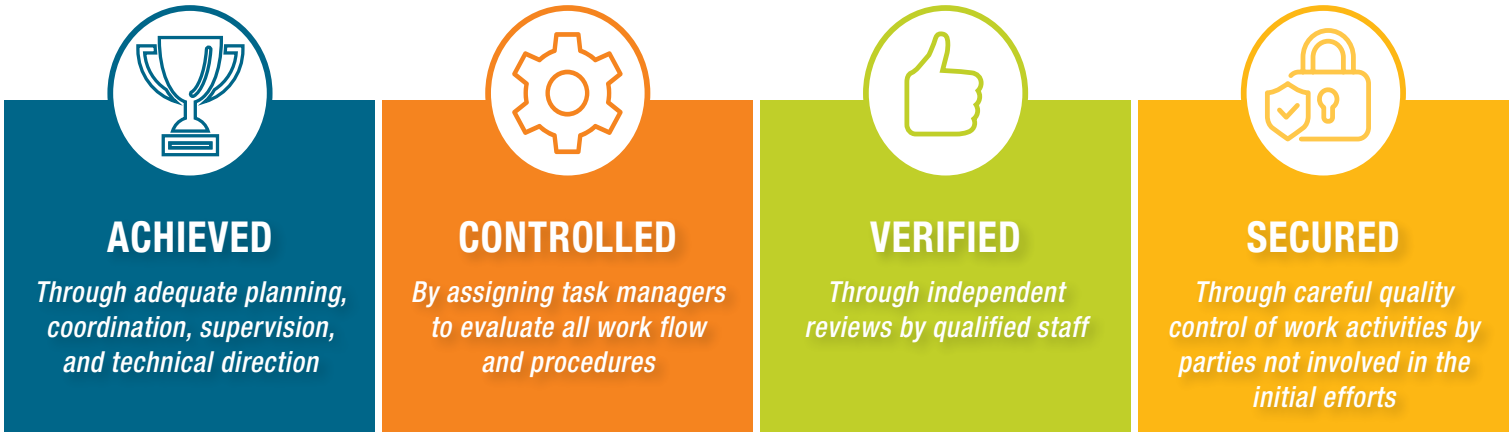
As project manager, Kelsie Shy, PLA has the freedom to pull from our vast regional and national pool of talent as projects demand or when special expertise is helpful. Our entire team, including our subconsultant partners, is immediately available to begin work under this contract.

QUALITY CONTROL/QUALITY ASSURANCE (QC/QA) PROCEDURES

Quality is a keystone principle of Kimley-Horn. It is one of the key attributes that has enabled us to develop a positive reputation with Town staff and become one of the leading consulting firms in the nation. Quality is as essential to our continuing success as it is to the success of your projects. Project manager Kelsie Shy, PLA will oversee the day-to-day production efforts and be responsible for ensuring all production efforts receive the appropriate level of QC/QA.

Our formal QC/QA program is based upon assigning experienced senior professionals, who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Our proposed QC/QA lead, Bill Waddill, PLA, AICP, will use his extensive experience to ensure we deliver the quality of service that is expected from Kimley-Horn.

KIMLEY-HORN QUALITY CONTROL IS



CONSTRUCTION PHASE SERVICES

When entering the final step of building the project, Kimley-Horn will aid the Town by providing bidding services and can administer the construction contract. We regularly work with construction directors to see projects through the construction phase. Continuous communication between both the Town and the contractor will be paramount.

Our key personnel are all trained and have experience to provide construction phase support services, but we have also included dedicated specialists.

Rocco Angerami brings more than 42 years of experience and has partnered with our civil engineers and landscape architects to successfully complete marquee projects such as Siesta Key Beach Park, Cape Coral Yacht Club, and The Bay Park.

Hercules Park

Rocco will be supported by Derick Bryant who is located in our Fort Myers office and brings experience overseeing construction projects throughout Babcock Ranch, which is notably one of the most sustainable and resilient communities in all of Florida; both Rocco and Derick, in addition to our 50+ professionals located in Fort Myers, can be on site at a moment's notice to ensure successful implementation:

Milestones and services during this phase include:

- Assistance in advertisement of the construction project
- Notice to Proceed with construction
- Certification that construction is complete and in compliance with the plans and specifications
- Material Submittals and Shop Drawing Reviews
- Responses to Requests for Information
- Change order reviews
- Construction site visits

Deliverables in this phase include complete as-built record drawings and construction certification.

While these project milestones are the key steps in successful project completion, we believe the best-run projects are those with effective communication. We prepare monthly status reports and meet with the Town as often as necessary to make certain your questions and concerns are being properly addressed. We also prepare an up-front action plan and establish firm project schedules to help make project development, design, and construction as easy as possible for Town staff.

Fort Myers Beach

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 2**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 17, 2025

Clarification

For this Request for Qualifications, please disregard Section B. Responders Format (pg. 8), where it lists Compensation and Form C as a requirement or any reference to submit compensation or Form C. Compensation is also listed as an evaluation criterion in Section H. Evaluation Method and Criteria (pg. 10), but is a clerical error and will not be used in evaluating.

Do not include Form C or compensation in response to the Request for Qualifications.

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

Compliance with Minority Business Enterprise Policy

Kimley-Horn is not a small or minority-owned business enterprise. However, we consistently look for opportunities to partner with small and disadvantaged businesses in our contracts and through teaming agreements. We are committed to meeting or exceeding our clients' minority business participation goals. As our corporate policy, our firm actively seeks to encourage and promote the use of Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Woman-Owned Business Enterprise (WBE) firms to support our business operations. We provide interested SBE, DBE, MBE, and WBE firms with the opportunity to serve as subconsultants on our teams, and we actively seek to increase our large database of qualified minority firms for use on future projects.

Our aggressive SBE, DBE, MBE, and WBE utilization policy ensures that Kimley-Horn is consistently furthering the positive economic development momentum generated through these programs. These policies extend to our own employees and recruitment initiatives as well. Our commitment to partnering with these firms is demonstrated by the fees allocated by Kimley-Horn.

From 2020 to 2024, we have paid small and disadvantaged firms more than **$397 million.** Kimley-Horn set a goal to contract at least $92 million in 2024 to minority-owned professional firms, consultants, or suppliers and achieved a total amount paid of **$123.2 million,** continuing the firm's pattern of increased involvement.

YEAR	TOTAL PAID	NO. OF MBE FIRMS USED
2024	$123.2 million	774
2023	$93.7 million	769
2022	$71.1 million	716
2021	$54.6 million	608
2020	$54.5 million	553

RFQ FORM A

Responder: Kimley-Horn and Associates, 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: Kimley-Horn and Associates, 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:

2025 Management Organization Chart provided.

i. Please describe your company in detail.

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of landscape architecture, engineering, planning, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of professionals to one of the most respected consulting firms in the nation—and a recognized leader in landscape architecture. Today, Kimley-Horn has more than 8,500 employees in 140+ offices across the United States and in Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

j. The address of the principal place of business is:

421 Fayetteville Street, Suite #600, Raleigh, NC 27601

k. Company telephone number and e-mail addresses:

239.271.2650; kelsie.shy@kimley-horn.com

l. Number of employees: 8,500+

m. Name of employees to be assigned to this Project:

Kelsie Shy, PLA – Project Manager
James Pankonin, PLA, LEED AP – Principal-in-Charge
Bill Waddill, PLA, AICP – Quality Manager
Ed Dean, PLA, LEED AP – Landscape Architect
Chris Cianfaglione, PLA, ISACA – Landscape Architect
Matt Dunn, PLA – Landscape Architect
Nick Guida, PLA – Landscape Architect
David Ervin, PLA – Landscape Architect
Jake Hess, PLA, ISACA – Landscape Architect
Abigail Chapman – Landscape Analyst
Patrick Tichenor – Landscape Analyst
J. Casey Long, PE – Structural Engineer
Juan Fuentes, PE, SE, LEED AP – Structural Engineer
Diana Bello - CDBG Administration and Management
Chris Niforatos, PE – Resiliency
Karin Teuffer, PE – Resiliency
Philip DiMaria, AICP, CNU-A – Planning/Rezoning Support
Ronnie Van Fleet, PWS – Environmental/NEPA Compliance
Kellie Clark, PE – Civil Engineer
Doug Eckmann, PE, BCEE, DWRE, FASCE – Civil Engineer
Justin Napolitano, PE – Civil Engineer
Paul Anderson, EI – Civil Engineer
Rocco Angerami – Construction Engineering and Inspection (CEI)
Derick Bryant – Construction Engineering and Inspection (CEI)
Clayton Scelzi – Mechanical, Electrical, & Plumbing
Eric Tsiguloff, PE – Mechanical, Electrical, & Plumbing
Ian Flemings, PE, LEED GA – Mechanical, Electrical, & Plumbing
Jerry Sparkman, AIA, NCARB – Architect
Shane Lamay, AIA – Architect
Marcus Peduzzi, AIA – Architect
Scott Urquhart, PSM – Survey
Ryan Haskins, PE – Geotechnical

n. Company identification numbers for the Internal Revenue Service:

56-085615

o. Provide Lee County business tax receipt number, if applicable, and expiration date:

1038535; 9/30/2026

p. How many years has your organization been in business? Does your organization have a specialty?

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of landscape architecture, engineering, planning, and environmental services to clients in both the private and public sectors.

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.

Siesta Key Beach Park
Siesta Key, FL

In Spring 2016, Kimley-Horn celebrated the ribbon cutting of this $26 million flagship project for Sarasota County. Construction started in the fall of 2013 and was closely sequenced around peak tourist season, nesting turtles, and migrating birds.

Services included programming, park design, landscape, hardscape, and irrigation design, civil engineering, construction documents, and permitting for this high-profile park project. Design components included enhancements such as a beachfront esplanade to connect key park components; improved traffic circulation and parking; high-quality, indigenous architecture; beautification consistent with a world-class beach park; phasing and effective implementation while keeping the park open; wayfinding signage; environmental permitting; sustainable design to respect the environment and wildlife; and LID/LEED design solutions.

Key park features include a beachfront esplanade, a new concession/restroom facility, a renovated historical restroom, a playground, a picnic area, Florida-friendly landscaping, pervious concrete parking lots, and bioswales with an integrated stormwater treatment system.

Kimley-Horn approached design and permitting as a symbiotic process - with existing native vegetation limits assessed at a finite level of detail, allowing the team to streamline permitting efforts by clearly demonstrating mitigation techniques as a part of the broader park design. Additionally, an integrated network of low-impact techniques, including pervious concrete and specialized stormwater treatment systems, allowed for reduced surface area needed for stormwater facilities. This unique design solution resulted in the necessary increased parking capacity without constructing a parking garage at this world-class destination and beachfront park.

Project activities required permit approval through two major permit programs at the state level (ERP and CCCL). The CCCL permit was processed through the FDEP's Beaches and Coastal Systems office. This project involved obtaining a variance from the GBSL requirements and waivers to requirements from the Florida Department of Environmental Protection (FDEP) and necessary coordination with the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service (FWS), and the Florida Fish and Wildlife Conservation Commission (FWC). The project also included revolutionary stormwater treatment system with the integration of bioswales throughout the site, acres of pervious paving, and the introduction of stormwater treatment by UV and membrane systems prior to the ultimate outfall into the Gulf of Mexico.

2017 ASLA Florida Design Award of Excellence (Open Space Category)
2017 Florida Institute of Consulting Engineers (FICE) Engineering Excellence Award for Water and Stormwater

Reference Contact: Brad Gaubatz, AIA, LEED AP, PMP, Capital Projects Manager; 941.861.0853; bgaubatz@scgov.net
Cost of Work: $26 million total project value; $1.3 million in project fees

Yacht Club
Cape Coral, FL

Kimley-Horn is providing land planning, landscape architecture, marina design, civil engineering, environmental permitting, and structural engineering services for the master plan at Cape Coral Yacht Club Community Park. A fixture of Cape Coral since 1962, the Yacht Club is undergoing renovations as part of the City's Parks Master Plan. The $200 million budget for proposed master plan improvements was approved by City Council in October 2020 after an extensive public engagement process that included online surveys, public workshops, stakeholder group workshops, and the development of multiple plan alternatives. Improvements include a boat ramp and launching area; expanded boat trailer parking; expansion of the beach area with a playground, hardscape esplanade, picnic shelters, and grills; beachfront restroom facilities; day docks; expanded marina facilities; new tennis and racquetball facilities; a 300-space/three-story parking deck; and the replacement of more than a half-mile of seawall. The Harbor Master building will include office space for the Cape Coral Police Department and Marine Rescue Unit.

Reference Contact: City of Cape Coral; Michael Ilczyszyn, City Manager; 239.574.0457; milczysz@capecoral.net
Cost of Work: $200 million total project value; $12 million in project fees

Veterans' Community Park
Marco Island, FL

Kimley-Horn completed master planning, landscape architecture, public involvement, civil design, construction documentation, permitting, and construction phase services for this 7-acre central park in the Town Center District of Marco Island. The park serves as a social center for the community and features an amphitheater, civic green, waterfront promenade, fountain plaza, performing arts center, playground, public art, and Veterans' memorial. Landscape services included tree protection, tree removal and mitigation plans, irrigation plans, hardscape plans that included shade structures, play equipment specifications, boardwalks, and decorative lighting. Major design considerations in this project were made to support the functionality of the site for the Veterans Memorial and enhance it, not detracting from its function with the new programming. The park was designed to facilitate events such as the weekly farmers market and larger annual events like the Seafood Festival, with park amenities including the outdoor amphitheater and designated event utility service points throughout the park. The redevelopment was completed with the new Park's grand opening in 2022.

Reference Contact: City of Marco Island; Samantha Malloy; 239.389.3917; smalloy@cityofmarcoisland.com
Cost of Work: $11.1 million total project value; $712,125 in project fees

r. Have you ever failed to complete any work awarded to you? If so, where, and why?

Throughout the regular course of business, Kimley-Horn has had projects paused or contracts terminated for convenience, particularly due to factors such as market/economic forces and funding constraints. However, Kimley-Horn has never had a contract terminated for cause or due to engineering errors and omissions.

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
Yacht Club	City of Cape Coral	$4 M+	Design Dec 2025	Design 90%
Northeast Park	City of Venice	$300,000	Construction March 2026	Construction 50%
17th St Regional Park	Sarasota County	$2.9 M	Construction October 2026	Construction 10%
Festival Park	City of Cape Coral	$4 M+	Construction Dec 2025	Construction 75%
Yellow Fever Creek Preserve	City of Cape Coral	$4 M+	Construction Sep 2025	Construction 95%
Bobby Jones Nature Park	Sarasota County	$350,000	Phase 1 Construction Dec 2025	Construction 10%

(Continue list as necessary)

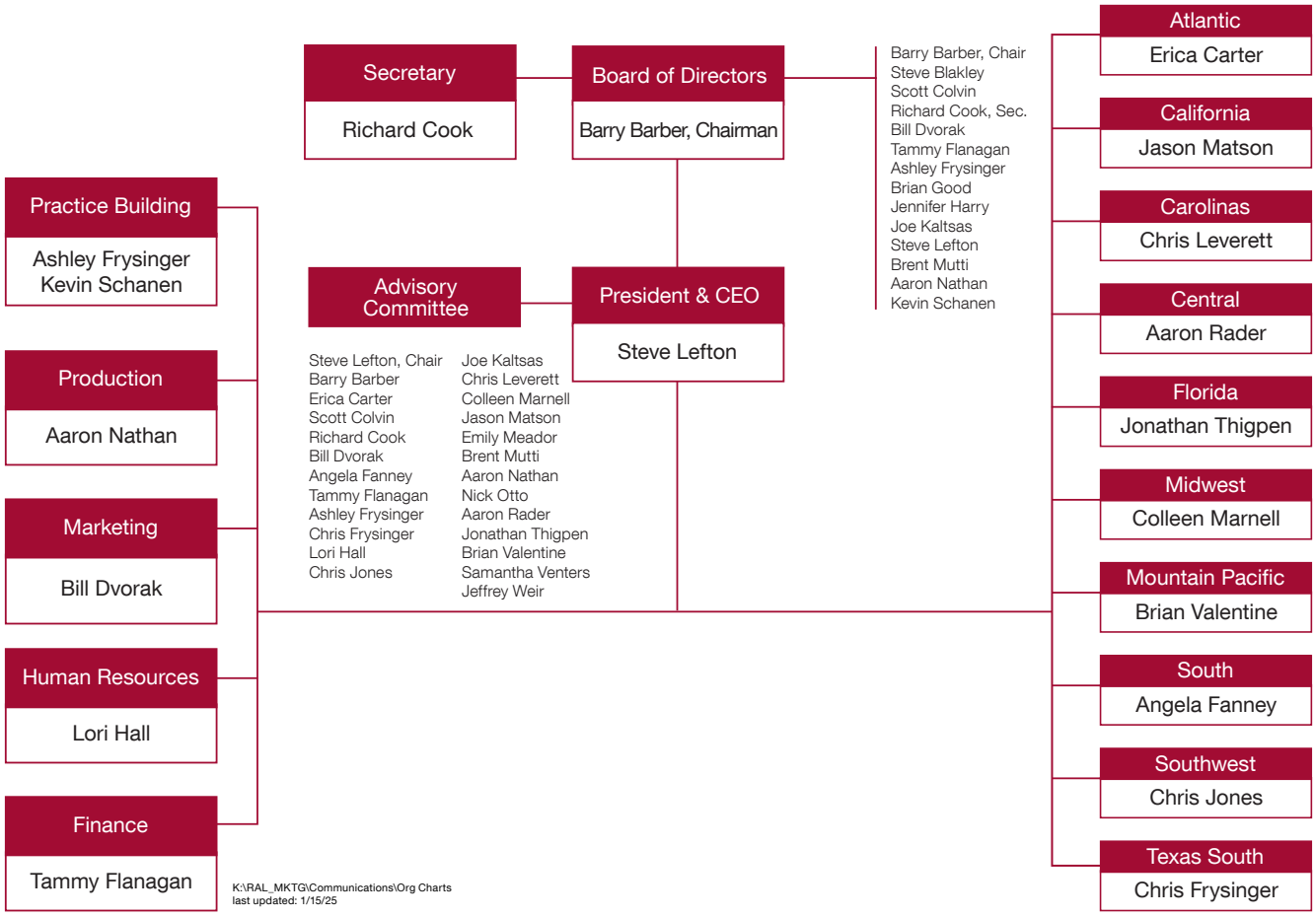
t. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Sweet Sparkman Architects	1819 Main Street Suite #400, Sarasota, FL 34236	Architecture
T2 Utility Engineers	5670 Zip Dr, Fort Myers, FL 33905	Survey
ECS Florida, LLC	13891 Jetport Loop #20, Fort Myers, FL 33913	Geotechnical

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.

2025 Management Organization

Kimley»Horn



K:\RAL_MKTG\Communications\Org Charts
last updated: 1/15/25

RFQ Form B

Responder: Kimley-Horn and Associates, 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: Brad Gaubatz, AIA, LEED AP, PMP
   Title of Contact: Capital Projects Manager Email: bgaubatz@scgov.net
   Telephone Number: 941.861.0853 Fax Number:
   Project: Siesta Key Beach

2. Name of Contact: Michael Ilczyszyn
   Title of Contact: City Manager Email: milczysz@capecoral.net
   Telephone Number: 239.574.0457 Fax Number:
   Project: Cape Coral Yacht Club

3. Name of Contact: Samantha Malloy
   Title of Contact: Manager, Parks/Recreation Email: smalloy@cityofmarcoisland.com
   Telephone Number: 239.389.3917 Fax Number:
   Project: Marco Island Veterans' Community Park

4. Name of Contact: Jim Hodgdon
   Title of Contact: Parks Superintendent Email: jhodgdon@naplesgov.com
   Telephone Number: 239.213.7134 Fax Number:
   Project: Baker Park

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 2**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 17, 2025

Clarification

For this Request for Qualifications, please disregard Section B. Responders Format (pg. 8), where it lists Compensation and Form C as a requirement or any reference to submit compensation or Form C. Compensation is also listed as an evaluation criterion in Section H. Evaluation Method and Criteria (pg. 10), but is a clerical error and will not be used in evaluating.

Do not include Form C or compensation in response to the Request for Qualifications.

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

RFQ FORM D

Responders: Kimley-Horn and Associates, 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.

Kimley-Horn and Associates, Inc.
Name of Business

By: _Signature

Print Name and Title
James Pankonin, PLA, LEED AP, Vice President

1800 2nd Street, Suite #900, Sarasota, FL 34236
Mailing Address

[1]STATE OF FLORIDA)
COUNTY OF SARASOTA)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 21ST day of OCTOBER 2025 by means of (✓) physical presence or ( ) online notarization, personally appeared JAMES PAWKOWIN as VICE PRESIDENT of the (Company), (✓) who is personally known to me or ( ) who has produced _____ as identification.

Lorena Denny
NOTARY PUBLIC – State of Florida

My commission expires:

LORENA DENNY
MY COMMISSION # HH 393535
EXPIRES: May 8, 2027

[1] Rev 1-28-25

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Type(s) of Work (code): NAICS Codes: 541330, 541320, 541611, 541620

Firm Name: Kimley-Horn and Associates, Inc.
(As registered with Florida Secretary of State)

Address: 1514 Broadway #301

City, State, Zip Code: Fort Myers, FL 33901 County: Lee

Telephone: 239.271.2650 Fax: N/A Web-site: kimley-horn.com

Contact Person: Kelsie Shy E-mail: kelsie.shy@kimley-horn.com

Name of Parent Company (if applicable): Kimley-Horn and Associates, Inc.

Address: 421 Fayetteville Street, Suite #600, Raleigh, NC 27601

Type of Firm: Corporation X Partnership_____ Individual_____ Other_____

If Corporation: Date Incorporated: 2/10/1967 State Incorporated: North Carolina

Date Authorized in Florida: 4/24/1968 Name of President: Brent Mutti

If Partnership: Date organized: _____ Type: General Limited Other

Name(s) of Partner(s): _____

Florida Secretary of State Document No.: 821359

Florida State Board Professional Engineer's Certificate No.: 696 Date: 5/10/1977

Firm Name: Kimley-Horn and Associates, Inc.
(As registered with Florida Secretary of State)

Federal Employer Identification No. 56-0885615

Blanket Professional Liability Insurance: Yes X No Amount: $ $2,000,000

Policy No.: 1574569136 Company: Edgewood Partners Insurance Agency

Attach a copy of certificate showing policy number, company, amount and expiration date.

Request for Qualification Submittal for Professional Consultants

Does your firm have a CADD system? Yes X No Type: Autodesk Civil 3D

Does your firm have a GIS system? Yes X No Type: ArcGIS

CERTIFICATION

I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida. I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Town of Fort Myers Beach and filed in case no(s) _____ (if not applicable, enter N/A) with the Clerk of Agency Proceedings. I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act.

Signature	Vice President Title	10/21/2025 Date

List of Branch Offices in Florida

Please include address, city, zip code, county, contact person, telephone number and e-mail address.

1800 2nd St #900, Sarasota, FL 34236	Sarasota County; 941.379.7665; kelsie.shy@kimley-horn.com

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley-Horn and Associates, Inc. **Date:** 10/21/2025

Code: N/A **Type of Work:** Civil engineering, landscape architecture, environmental, general consulting

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do. Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Kelsie Shy, PLA, ASLA	Sarasota	6667570	7	Landscape Architecture
James Pankonin, PLA, LEED AP	Sarasota	6666900	21	Landscape Architecture
Bill Waddill, PLA, AICP	Sarasota	1345	37	Landscape Architecture
Ed Dean, PLA, LEED AP	Sarasota	6667269	14	Landscape Architeture
J. Casey Long, PE	West Palm Beach	56083	29	Structural Engineering
Diana Bello	Fort Myers	N/A	17	Grant Funding and Administration
Ronnie Van Fleet	Sarasota	000731	38	Environmental
Kellie Clark, PE	Fort Myers	77642	17	Civil Engineering
Doug Eckmann, PE, BCEE, DWRE, FASCE	Fort Myers	47259	40	Civil Engineering
Justin Napolitano, PE, ENV SP	Fort Myers	94104	7	Civil Engineering
Rocco Angerami	Sarasota	N/A	42	Construction Engineering and Inspection (CEI)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2025

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
Edgewood Partners Insurance Agency
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 7702207699 **FAX (A/C, No):**
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Allied World Assurance Co (U.S.) Inc.	19489
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Lloyd's of London	85202
INSURER E :	
INSURER F :	

INSURED KIMLASS
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER:** 1574569136 **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 X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	4/1/2025	4/1/2026	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 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

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

CERTIFICATE HOLDER
Sample Certificate

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
Gregg Bachtel

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TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 1**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 9, 2025

EXTENSION

DUE DATE HAS BEEN EXTENDED TO 10/23/2025 AT 9:00 AM LOCAL TIME

OPENING HAS BEEN MOVED TO 10/23/2025 AT 9:30 AM LOCAL TIME

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

ADDENDUM ACKNOWLEDGED BY:

James Pankonin, PLA, LEED AP
PRINCIPAL-IN-CHARGE / VICE PRESIDENT

TOWN of FORT MYERS BEACH

ADDENDUM TO PROPOSAL

RFQ-25-17-AD **Addendum No.: 2**

PROJECT NAME:
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction

Date of Issue: October 17, 2025

Clarification

For this Request for Qualifications, please disregard Section B. Responders Format (pg. 8), where it lists Compensation and Form C as a requirement or any reference to submit compensation or Form C. Compensation is also listed as an evaluation criterion in Section H. Evaluation Method and Criteria (pg. 10), but is a clerical error and will not be used in evaluating.

Do not include Form C or compensation in response to the Request for Qualifications.

Questions Received via Email

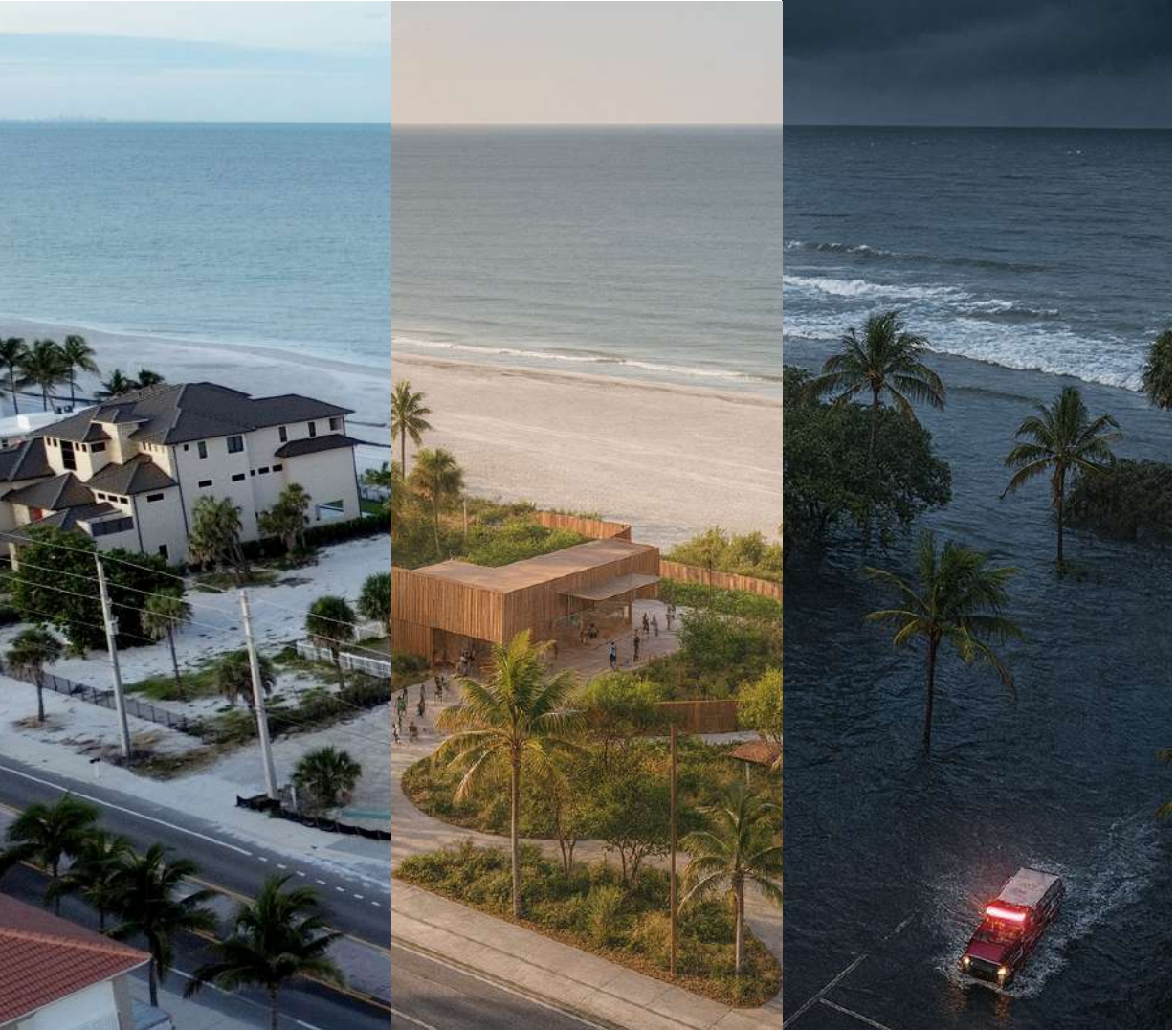
1. Based on our understanding, when a company submits a proposal as a subsidiary, it is permitted to reference the experience that the parent company has.
   We kindly request your confirmation as to whether our interpretation is correct.

   - 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

ADDENDUM ACKNOWLEDGED BY:

James Pankonin, PLA, LEED AP
PRINCIPAL-IN-CHARGE / VICE PRESIDENT



Imagining a Resilient Future for Historic Newton Park

Ft. Myers Beach, Florida

Interview Presentation

11 February 2026

chenmoore

Founded in 1986, Chen Moore and Associates, Inc. (CMA) is an awarded Florida Corporation specializing in planning, civil engineering, water and sewer, water resources, electrical engineering, transportation, landscape architecture and irrigation, environmental, and construction administrative services. The firm has its headquarters in Fort Lauderdale, with regional offices in Miami, West Palm Beach, Tampa Bay (St. Petersburg), Orlando (Maitland), and Jacksonville, and additional offices in Jupiter, Port St. Lucie, Sarasota, Gainesville, Tallahassee, Pensacola, Atlanta, Raleigh (Cary), and Knoxville. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. CMA has successfully worked for municipalities across the State for nearly four decades, including experience with federally grant funded projects.

Founded in
1986

CMA Federally Funded Projects
$65+M

Total Staff
160+

Our Services.

- Landscape Architecture
- Civil Engineering
- Transportation Engineering
- Electrical Engineering
- Planning
- Environmental Engineering
- Construction Management

Our Markets.

- Community Advancement
- Land Development
- Water Resources
- Energy
- Transportation
- Water & Wastewater

Chenmoore brings nearly 40 years of experience successfully delivering projects for public sector clients across Florida.

Trusted by 75 plus Florida cities and public agencies, Chen Moore brings proven municipal expertise.

Braden River Utilities	City of Hollywood	City of Riviera Beach Public Works	Parkland Utilities
Broward College	City of Key West	City of Riviera Beach Utility District	Seacoast Utility Authority
Broward County	City of Lake Worth Beach	City of Sunny Isles Beach	Town of Bay Harbor Islands
Broward County Aviation Department	City of Lauderhill	City of Sunrise	Town of Davie
Broward County Seaport	City of Marathon	City of West Melbourne	Town of Hillsboro Beach
Cedar Key Water & Sewer District	City of Margate	City of West Palm Beach	Town of Hypoluxo
City of Coconut Creek	City of Miami	City of Westlake	Town of Jupiter
City of Cooper City	City of Miami Beach	City of Wilton Manors	Town of Jupiter Island
City of Coral Gables	City of Miami Gardens	Ferncrest Utility	Town of Medley
City of Coral Springs	City of Miramar	Gainesville Community Redevelopment Agency	Town of Miami Lakes
City of Dania Beach	City of North Lauderdale	Gainesville Regional Utilities (GRU)	Town of Orange Park
City of Deerfield Beach	City of North Miami	Lauderdale-By-The-Sea	Town of Palm Beach
City of Delray Beach	City of North Miami Beach	Loxahatchee River District	Village of Bal Harbour
City of Doral	City of Oakland Park	Margate Community Redevelopment Agency	Village of Islands, Islamorada
City of Fort Lauderdale	City of Pembroke Pines	Marion County Board of County Commissioners	Village of Palm Springs
City of Gainesville	City of Plantation	Martin County Board of County Commissioners	Village of Pinecrest
City of Hallandale Beach	City of Pompano Beach	Palm Beach County	Village of Tequesta
City of High Springs	City of Pompano Beach CRA	Parkland Utilities	Village of Wellington

Chris

Christopher Counts, FAAR, ASLA, PLA
Chenmoore, Miami

LEAD DESIGNER/ LANDSCAPE ARCHITECT

Aleem

Aleem Ghany, PE
Chenmoore, Ft. Lauderdale

PROJECT MANAGER/ COMPLIANCE LEAD
Primary Point of Contact

Jessica

Jessica Diaz
Chenmoore, Ft. Lauderdale

DEPUTY COMPLIANCE MANAGER

Ted

Ted Sottong, AIA
Arcraft Studios, Ft. Myers

ARCHITECT

Leonard

Leonard Barrera Allen, PE
Cummins Cederberg, Miami

RESILIENCE & SUSTAINABILITY

Adam

Adam Ahmad, PE, AICP, GC
Capital Consulting Solutions, Naples

CEI & COMPLIANCE

Our Core Design Team

North Bayshore Park, North Miami, FL (CDBG-DR)

Currie Park, West Palm Beach (CDBG)

Jose Marti Park (CDBG)

Dinner Key Marina Breakwaters, Miami, FL (FEMA HGMP)

St. Pete Seawall Citywide Capital Plan (CDBG)

The Bay Park, Sarasota, FL (EPA and CDBG)

Our team brings extensive experience delivering CDBG-DR and other federally funded projects, demonstrating strong technical competence in HUD and CDBG-DR construction, procurement, quality assurance, and compliance. This work reflects the depth, strengths, and direct relevance of the key personnel who will be leading this project from start to finish.

Experience and Lessons Learned with CDBG-DR and Federal Funded Projects

October 13, 2020 @ 1:00 pm - 5:00 pm

12th Annual Southeast Florida Regional Climate Leadership Summit

The Climate Leadership Summit is a major regional event hosted by the Southeast Florida Regional Climate Change Compact to share knowledge, showcase climate action, engage leadership across sectors, and mobilize [...]

> More Info

SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT

We are well-versed in national best practices and familiar with recognized standards from leading organizations such as the APA, FEMA, and NIST

Our team has the experience and capability to successfully guide comprehensive plan amendments through the adoption process.

Experience with CDBG-DR and Federal Funded Projects

Grant compliance is not separate from the project. It is part of the project. When managed proactively, it protects funding, supports reimbursement, and ensures a successful outcome.

HUD CDBG DR Park Reconstruction and Resilience Projects (Fort Myers Beach)

Delivering a public beachfront park using HUD CDBG DR funding requires more than design excellence. It requires disciplined project administration, documentation, and compliance management from kickoff through closeout. Our approach integrates grant requirements into the project workflow from day one to protect the schedule, support reimbursement, and ensure a successful project outcome.

---

1. Grant Program Structure and Roles

- Funding Source: HUD CDBG DR
- Administered by: Lee County
- Subrecipient: Town of Fort Myers Beach
- Reimbursement based federal grant structure
- Clear compliance framework required throughout design and construction

2. Eligibility and Use of Funds
Grant funded activities must remain eligible and defensible under the program requirements, including:

- Public facility disaster recovery eligibility
- Hurricane Ian tie back and documented unmet need
- Work must occur within HUD designated MID Area (Lee County)
- Scope must remain aligned with the approved purpose: park reconstruction, resiliency, and public benefit
- No scope, budget, or schedule changes without formal approval

3. Floodplain and Resilience Requirements
Because the project is located in a coastal flood hazard area, the design must align with federal and local flood standards, including:

- FEMA and local floodplain standards
- Base Flood Elevation requirements and required freeboard
- Resilient design requirements appropriate for a beachfront VE zone environment
- Alignment with hazard mitigation goals and long term recovery objectives

4. Federal Cost Eligibility and Documentation Standards
All costs must meet federal allowability standards and be supported with clear documentation, including:

- Allowable, allocable, reasonable, and fully documented costs
- Detailed backup required for reimbursement requests
- Clear tracking of schedule, milestones, and budget
- Strong record organization to support audit readiness

5. Procurement and Labor Compliance
Federal funding introduces strict procurement and labor requirements that must be managed proactively, including:

- Compliance with 2 CFR 200 procurement standards
- Competitive bidding requirements
- Davis Bacon prevailing wages, if triggered
- Certified payrolls and labor monitoring
- Section 3 reporting requirements, if triggered

6. Duplication of Benefits (DOB) and Payor of Last Resort
A key grant requirement is ensuring that CDBG DR funds do not duplicate FEMA, insurance, or other recovery resources. This includes:

- No overlap with FEMA or insurance reimbursements
- Duplication of Benefits analysis and documentation
- Funding offsets must be tracked and documented
- County remains payor of last resort

7. Reporting, Monitoring, and Audit Readiness
Grant compliance requires consistent reporting and ongoing monitoring throughout the project, including:

- Monthly performance and financial reporting
- Reimbursement payment requests submitted with complete backup
- County and HUD monitoring authority throughout delivery
- Single Audit requirements if federal thresholds are met
- Record retention minimum of 5 years post closeout
- Immediate reporting of fraud, misuse, or compliance concerns

8. Schedule Discipline and Construction Readiness
Federal funding requirements often affect project sequencing and timing. A successful approach includes:

- Schedule discipline and milestone tracking
- No early construction without required approvals
- Formal change control for scope, schedule, and budget
- Closeout planning initiated early and tracked throughout

9. Common Compliance Risks and How We Prevent Them
The most common issues on CDBG DR projects include:

- Weak Hurricane Ian tie back documentation
- Incomplete or late reporting
- Unsupported or ineligible reimbursement requests
- Procurement or labor compliance gaps
- Unapproved scope or budget changes
- Poor record retention and disorganized files

Our approach is built to prevent these issues by integrating **compliance checkpoints** into the project schedule and maintaining audit ready documentation throughout design and construction.

"We understand grant funding and compliance, and we manage those requirements seamlessly to deliver a successful project."

1.

- Town of Fort Myers Beach
- HUD / CDBR-DR Grant
- Clear Compliance Overview

Grant Funding Requirements

2.

- Funding Source: HUD / CDBG-DR
- Administered by Lee County
- Subrecipeent: Town of Fort Myers Beach
- Reimbursement-based Federal Grant

Grant Program Overview

3.

- Public Facility Disaster Recovery
- Hurricane Ian Related Damages
- Park Reconstruction & Resiliency
- No Scope Changes without Approval

Eligible Use of Funds

4.

- Meet FEMA & Local Flood Standards
- Elevate above BFE + Freeboard
- Resilient Design Required
- Align with Hazard Mitigation Goals

Floodplain & Resiliency

5.

- Federal Procurement (2 CFR 200)
- ompetitive Bidding Requi
- Davis-Bacon Prevailing Wages
- Certified Payrolls & Monitoring

Procurement & Labor

6.

- Eligible, Reasonable Costs Only
- Detailed Documentation Required
- Regular Progress & Financial Reports
- Subject to Audits

Financial Reporting

7.

- No Overlap with FEMA or Insurance
- DOB Analysis Required
- Funding Offsets must be Documented

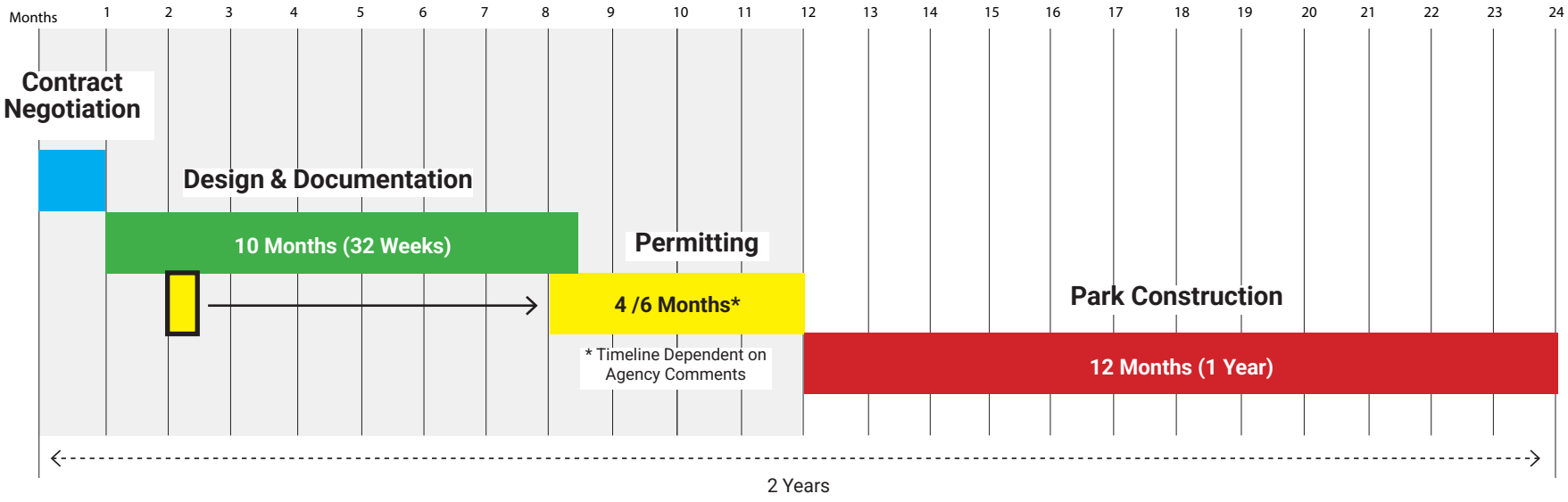
Duplication of Benefits

8.

- Strict Federal Compliance
- No Early Construction
- Documentation is Critical
- Schedule Discipline Required

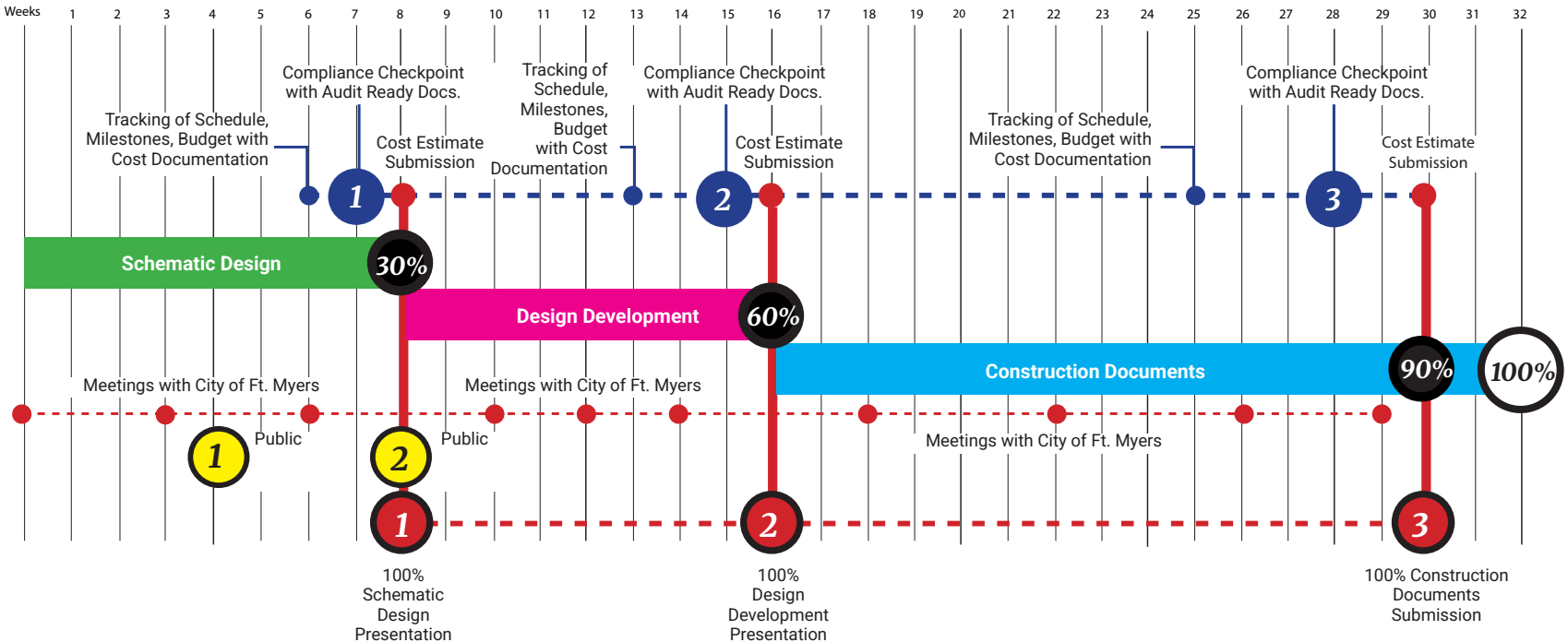
Key Risks & Takeaways

Funding & Grant Compliance Overview



Potential Park Schedule

Our approach is built to prevent these issues by integrating compliance checkpoints into the project schedule and maintaining audit ready documentation throughout design and construction.



Potential Park Schedule

This preliminary project schedule is intended to demonstrate our overall strategy and approach, and will be refined in coordination with the Town to align with project goals, stakeholder needs, and grant requirements. The schedule is structured to support an efficient, fast moving design process while integrating key touchpoints, including City staff coordination, public participation meetings, and formal design submissions. Just as importantly, it incorporates compliance checkpoints and milestone tracking so project management, public engagement, and grant administration move forward together in a coordinated and productive way.

Brooklyn Bridge Park

Brooklyn, NY

National ASLA Award Winner

The project has earned more than a dozen major awards nationwide and internationally, and its extensive, high profile public process provides valuable lessons for the Newton Park project.

Christopher Counts, Design Team Member, developed with Michael Van Valkenburgh Associates, Inc., New York, NY

Moore Square

Raleigh, NC

National ASLA Award Winner
National Historical Register Site

The Moore Square project balanced the restoration of a 100 year old historic park with long term urban forestry planning, honoring its cultural heritage while introducing new programs that reflect the evolving character of Raleigh.

Christopher Counts, Design Principal,
developed with Counts Studio, Brooklyn, NY

Beijing Garden Expo

Beijing, China

International Competition Winner

This project uses innovative walkways and topography to elevate visitors 15 feet while maintaining full ADA accessibility, a strategy that could be explored for the Newton Park site.

Christopher Counts, Design Principal,
developed with Counts Studio, Brooklyn, NY

Huizenga Park

Ft. Lauderdale, FL

Miami AIA Award Winner

Huizenga Park transformed an existing waterfront site with innovative shaded programming, creating a new civic gathering space for Fort Lauderdale and offering valuable lessons in public private partnerships and fundraising.

Christopher Counts, Design Principal, developed with Perkins&Will, Miami, FL

Jacksonville River Plaza

Jacksonville, FL

National Competition Winner

This waterfront park reimagines the former Jacksonville Landing site with innovative flooding and resilience strategies, creating a new central public gathering space for the city of Jacksonville.

Christopher Counts, Design Principal, developed with Perkins&Will, Miami, FL

chenmoore

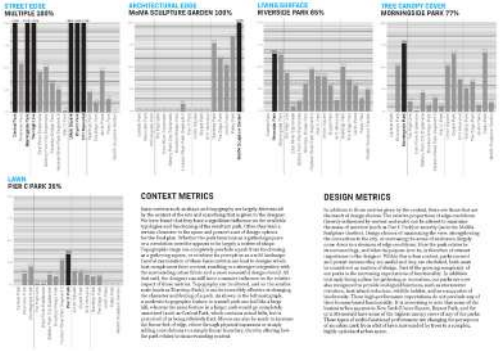
Currie Park

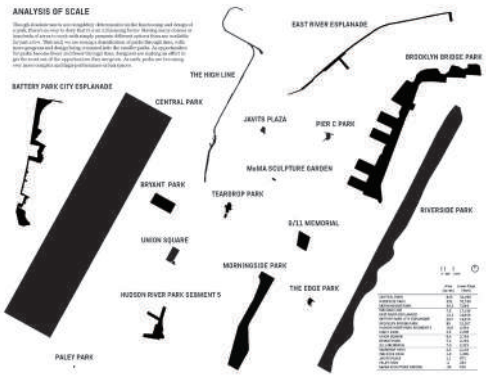
West Palm Beach, FL

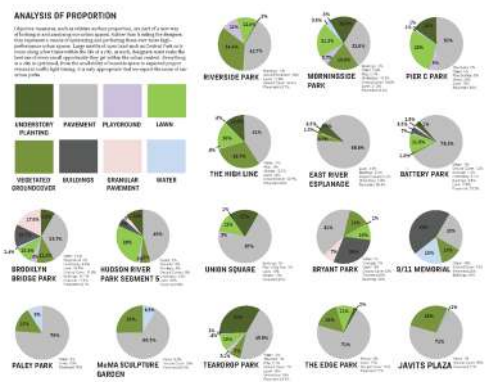
$16.7 Million State Grant Recipient

The Currie Park redevelopment is supported by a $16.7 million State of Florida grant awarded in 2021 through the Rebuild Florida Mitigation Program. The funding supports resilient seawalls, improved stormwater quality, living shorelines, pedestrian infrastructure, and native landscaping, with the State reviewing and approving project design and construction as partighed to coastal resilience improvements.

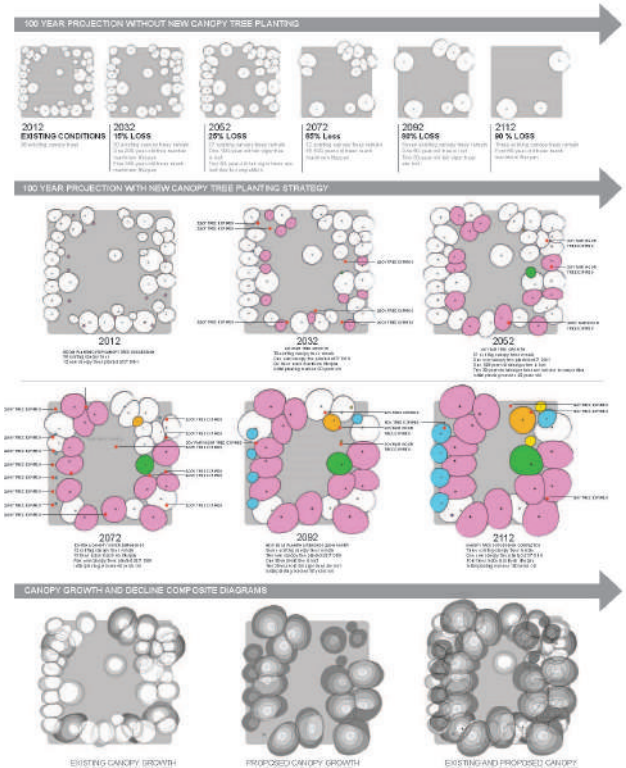
NYC Urban Landscape Metrics course publication booklet including 16 individual site chapters, one dedicated for each site examined as well as introduction and conclusion chapters comparing each site with one another.







Evidence-based student research of urban parks lead by Chris Counts, team landscape architecture design principal, while serving as Stuckeman Career Development Professor of Design at the Pennsylvania State University. This body of research won a National Council of Educators in Landscape Architecture (CELA) student award as well as an ASLA National Student Award.



Evidence research-based design work lead by Chris Counts with Counts Studio exploring the physical attributes of existing and proposed conditions of Moore Square located in Raleigh, NC. This project won a National ASLA award in Analysis and Planning.

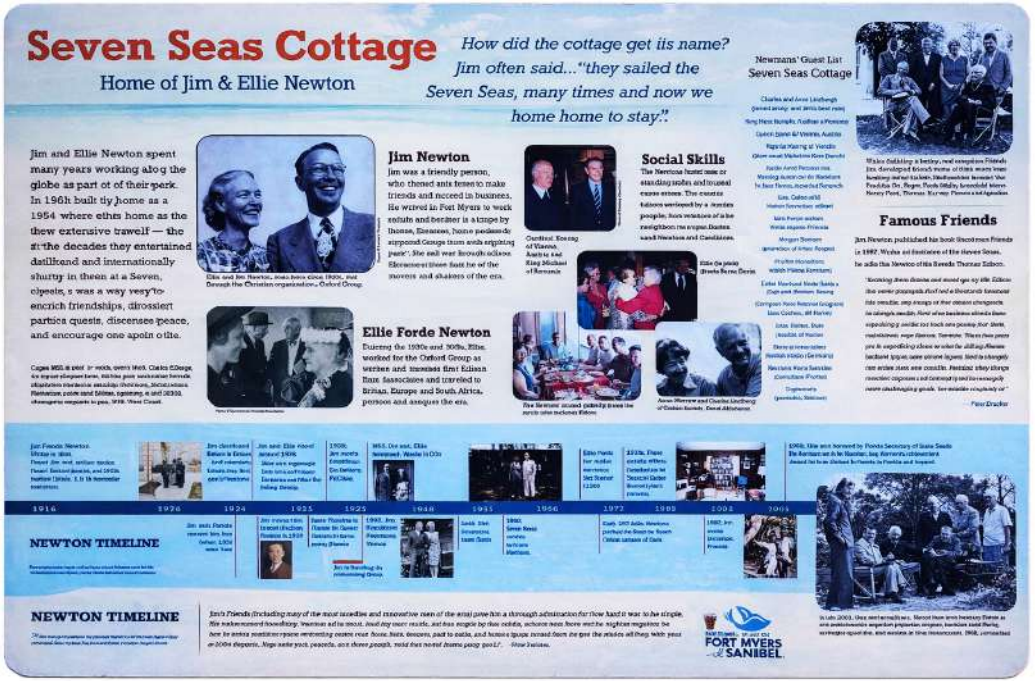
Evidence-Based Design

Images taken from an informal design walk-through of a computer model produced for Huizenga Park, Ft. Lauderdale. Chris Counts, Design Principal with Perkins&Will.

"We combine physical models and digital tools to test design ideas and clearly communicate real world impacts.."

Jacksonville River Landing physical model, used as part of an interview presentation supported by videos, renderings, drawings, and diagrams.

A Hybrid Approach to Innovate Design Commuication



A cultural landscape is not fixed in time. It evolves, adapts, and carries layers of human use, memory, and meaning across generations.

Honoring a Historically Rich Cultural Landscape

Seven Seas Cottage
Home of Jim and Ellie Newton (Newton Park, Fort Myers Beach)

What it was
Seven Seas Cottage was the beachfront home of Jim and Ellie Newton, built in the early 1950s as a place to return to after years of international travel and work. The board emphasizes that over decades it became a gathering place for family, friends, and internationally known visitors, and a setting for conversations about ideas, faith, world affairs, and community.

How it got its name
The board explains that Jim often said they had "sailed the Seven Seas many times" and now they were "home to stay" a reflection of their life of travel and eventual return to Fort Myers Beach. (From the sign text in your image.)

Jim Newton
Business and Fort Myers Beach roots
The board describes Jim as personable and effective at building relationships. It notes he arrived in the Fort Myers area for work, then shifted into real estate and development, which connected him with prominent figures and civic leaders.

Uncommon Friends
The Newton story is closely tied to Jim's book Uncommon Friends, which chronicles relationships with influential twentieth century figures (often associated with Edison, Ford, Firestone, Lindbergh, and others). The Town's Newton Park page notes the book and related works were written at Seven Seas.

Ellie Forde Newton
Writer and global work
The board notes that Ellie worked as a writer and traveled extensively. It describes her involvement with the Oxford Group (later Moral Re Armament), and that her work took her across the United States and internationally.

Published works and recognition
Public sources confirm Ellie authored works including Echoes from the Heart and I Always Wanted Adventure, and she received statewide recognition later in life.

The "Seven Seas" gatherings and notable visitors
The board frames Seven Seas as more than a residence it functioned as a kind of informal "salon" where notable guests visited and relationships were built over time.

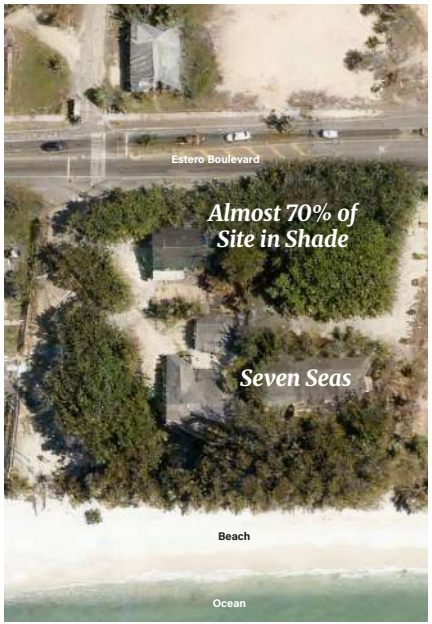
Famous friends and guests (high points)
The sign includes a "guest list" section, but the small text is hard to read precisely from this image. Supplemental sources associated with Newton Park and Ellie Newton identify notable connections including:

Thomas Edison, Henry Ford, Harvey Firestone (and the broader Edison Ford history)
Charles and Anne Morrow Lindbergh (also referenced in the historic society write up)
Other international visitors noted in public sources tied to the Seven Seas story, including figures such as Cardinal Koenig and King Michael and Queen Anne of Romania

Jim's later publication of **Uncommon Friends** and the legacy that followed (including local historic interpretation and the Uncommon Friends Foundation).
The property's transition into a public park site (Newton Park / Newton Beach Park).

Seven Seas Cottage was the longtime Fort Myers Beach home of Jim and Ellie Newton, built in the early 1950s as a return point after years of global travel and public service work. Over time it became a unique gathering place where the Newtons hosted family, friends, and prominent visitors, reflecting a remarkable network of relationships that connected Fort Myers Beach to larger twentieth century cultural and civic history. The Newton legacy includes Ellie's writing and international work, Jim's Uncommon Friends, and the broader preservation and educational efforts that continue to shape how Newton Park is interpreted today.

Honoring a Historically Rich Cultural Landscape



2004

Approximately four (4) buildings on site occupying 5,000sf (.9 %). Canopy tree cover/ shade is approximately 67% (38,000 sf) of the 1.3 acre site. Crosswalk along Estero Boulevard added.

2013

Park destroyed by hurricane. Small collection of Sabal and Coconut palms remain along with bus stop, sidewalk along Estero Boulevard, utility poles

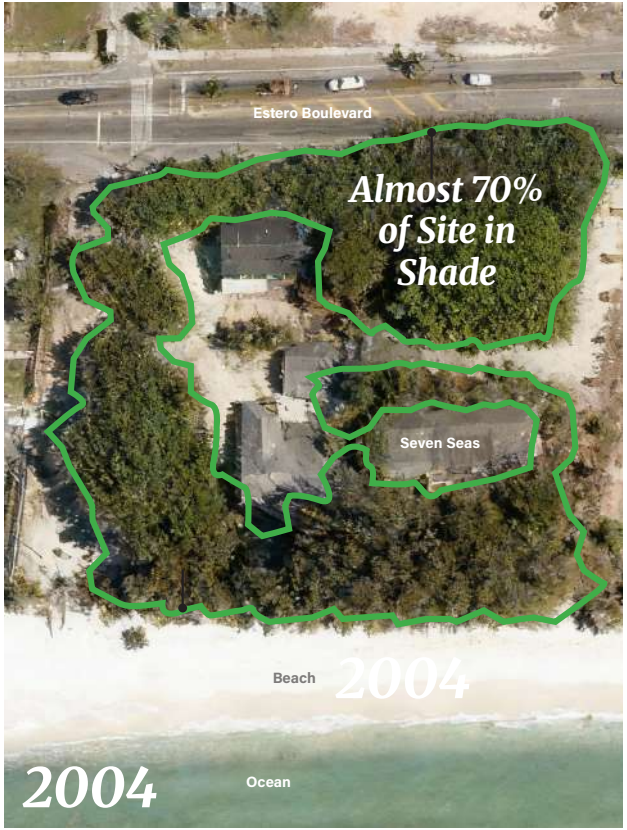
2021

Approximately four (4) building on site occupying 5,000sf (.9 %). Canopy tree cover/ shade is approximately 67% (38,000 sf) of the 1.3 acre site. Crosswalk along Estero Boulevard added.

2024

Park destroyed by hurricane. Small collection of Sabal and Coconut palms remain along with bus stop, sidewalk along Estero Boulevard, utility poles

Newton Park Timeline Highlights



Newton Park Timeline Highlights

Resiliency Approach

1. No single solution
The group agreed there is no one size fits all approach to hurricane and storm event mitigation. A successful strategy will require multiple tactics working together.

2. Layering as the core strategy
The most important theme was creating layers of mitigation. Rather than relying on one protective move, the site should use an ecosystem of complementary strategies. Even elements that only provide protection for a limited time can still make a meaningful difference during a storm event.

3. Time matters
Resilience is not always all or nothing. In a storm that may last ten hours, even a strategy that only reduces impacts for one or two hours can still meaningfully improve performance. When multiple tactics are layered together, these incremental periods of protection add up, reducing peak forces and buying critical time, especially during smaller and more frequent events.

4. Resilience Without Shifting Risk
Resilience strategies must be carefully balanced to maximize protection of the park without increasing risk to neighboring properties. Any fortification that redirects water or wave energy must be calibrated so the benefits on site do not come at the expense of adjacent homes and streets.

Resiliency Approach

Resilience Kit of Parts

Constructed Topography
Shaped landforms and strategic grading can reduce wave energy, manage stormwater, and support faster recovery, while still remaining walkable and usable day to day.

Site Organization and Circulation
A more fluid, natural layout with winding paths and overlapping spaces can create layered protection, helping slow water movement and reduce concentrated storm impacts. At the same time, organizing paths, access points, and gathering areas thoughtfully can reduce everyday wear on sensitive areas while improving stormwater performance.

Vegetation as Infrastructure
Native coastal planting is a key resilience tool for stabilization, sediment capture, and post storm recovery. Layered planting strategies strengthen the site while improving habitat and comfort.

Diversity and Redundancy
A resilient park includes a variety of space types and a diverse native plant palette, ensuring the site performs well across changing conditions and recovers more effectively after storms.

Resiliency Approach

Resilience Kit of Parts

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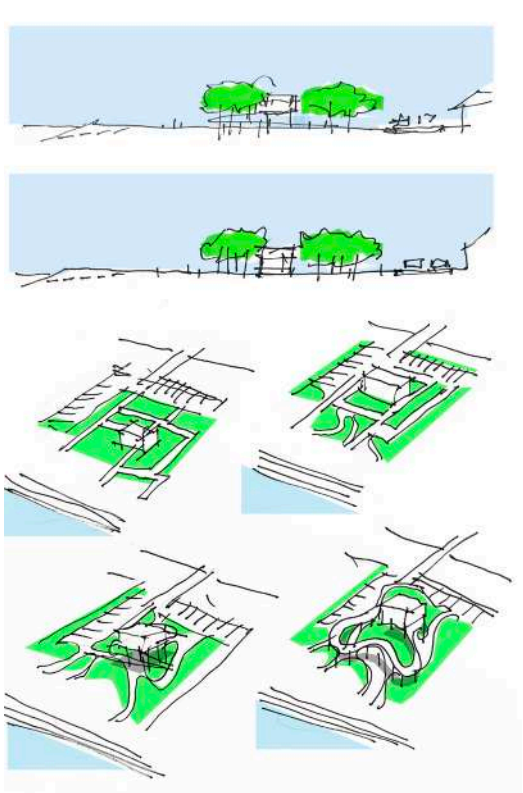
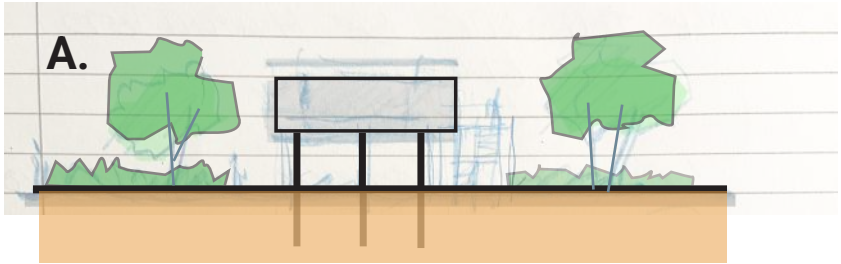
Diversity and Redundancy
A resilient park includes a variety of space types and a diverse native plant palette, ensuring the site performs well across changing conditions and recovers more effectively after storms.

Resilience is not one big move, it is a kit of parts: landform, circulation, vegetation, and diversity working together as layered protection across both everyday storms and extreme events.

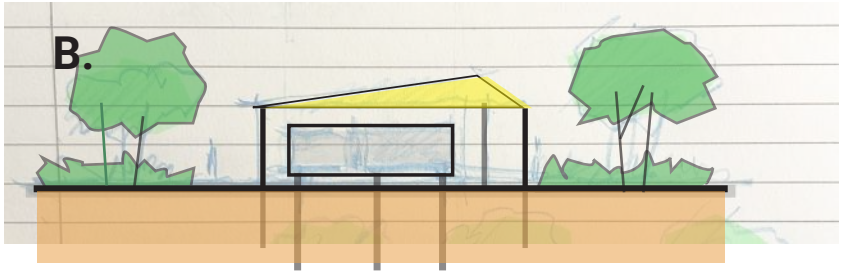


Design Studies and Thinking



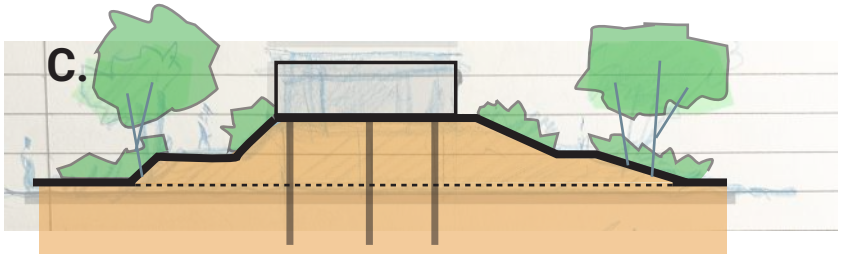
A. Raise Bathroom Building to BFE?

Raise the restroom building on pilings to the required Base Flood Elevation so storm surge can pass beneath it. This conventional approach improves resilience in the VE zone, but creates challenges in providing clear, elegant ADA access at an elevation of roughly 10 to 15 feet, and the building may feel less integrated with the surrounding landscape given its scale relative to the site.



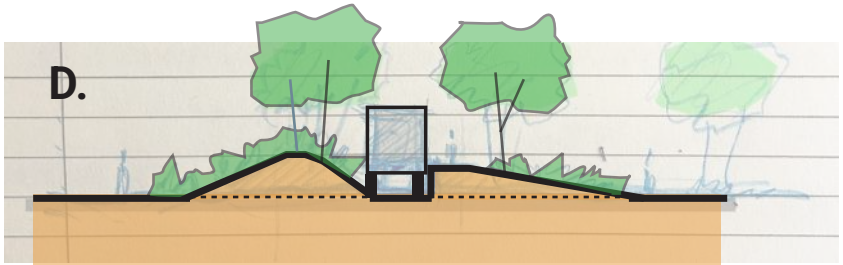
B. Non-Structure that Bathroom Designed to Flood?

Explore an innovative floodable restroom concept that is designed to safely inundate during storm events, using permeable construction and no concrete slab so water can move through it. A lightweight roof or sun sail canopy could provide shade and rainwater collection, while serving as a replicable pilot model for other challenging beachfront sites.



C. Raise Bathroom and Fill with Non-Structural Fill?

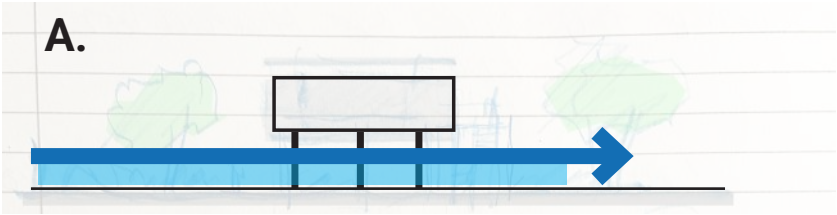
Raise the restroom to the required BFE on pilings, while using sculpted fill and topography to better integrate the building into the landscape. This approach can improve views and create gently sloped, accessible pathways from existing grade up to the elevated entry.



D. Movable Bathroom within Designed Landscape?

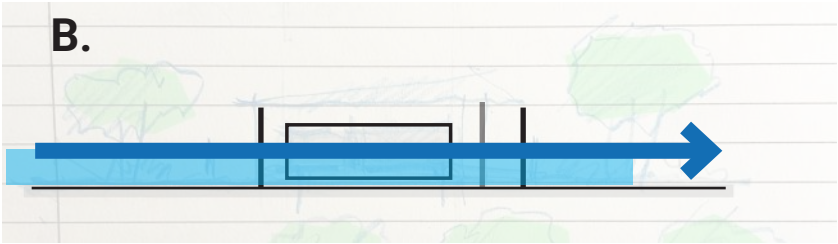
Use a high quality, site specific restroom trailer that is thoughtfully integrated into the landscape so it reads as part of the park, not a temporary unit in a parking lot. This approach maintains day to day functionality while allowing the restroom to be relocated to higher ground ahead of major storm events.

Potential Resiliency Strategies for Public Bathroom



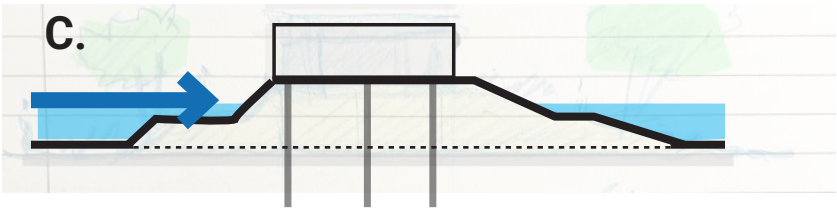
Raise Bathroom Building to BFE

Raise the restroom on pilings to the required BFE so storm surge can pass beneath the structure. Any limited enclosed area below, typically up to 20 percent, would be treated as sacrificial space similar to adjacent residential construction



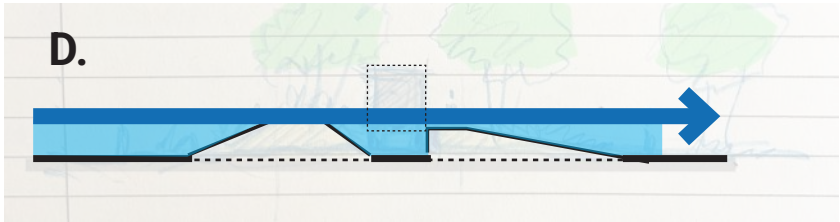
Non-Structure that Bathroom Designed to Flood

Explore a floodable restroom concept designed to safely inundate during storm events without significant damage. Porous wall elements and a streamlined form allow water to pass through and around the structure, reducing resistance and minimizing concentrated storm forces.



Raise Bathroom and Fill with Non-Structural Fill

Raise the restroom to BFE on pilings and use non structural fill to better integrate the building into the landscape. Even if storm surge washes the fill away, the pilings maintain structural support and the fill can be restored, but the volume and placement must be carefully calibrated to avoid increasing impacts on adjacent properties.



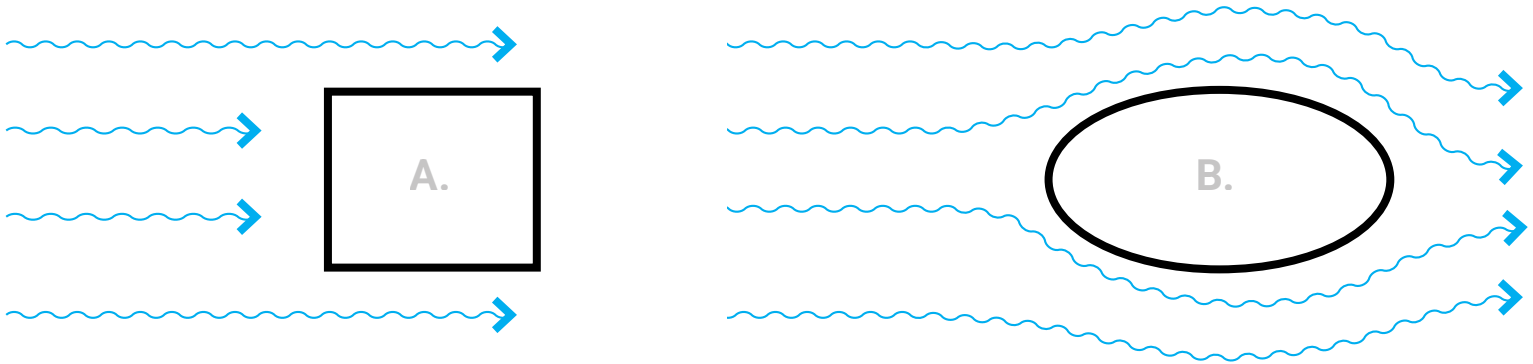
Movable Bathroom within Designed Landscape

Use a movable restroom trailer that can be relocated to higher ground ahead of major storm events. The surrounding landscape and landforms can be designed as vegetated dunes that dissipate wave energy and provide an added layer of site protection.

Potential Resiliency Strategies for Public Bathroom

Conventional Orthogonal Structure

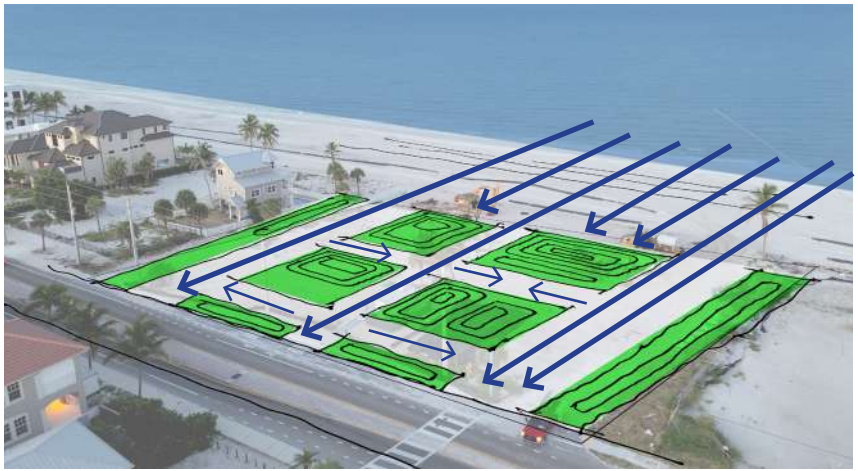
Structure shaped to Minimize Resistance



“In coastal parks, a restroom can be designed to guide stormwater around it, not take the full hit head on.”

These diagrams illustrate how building geometry can influence storm performance in a coastal environment. A square structure presents a broad, flat face to incoming surge and wave energy, increasing direct impact and turbulence. By contrast, an oval form helps deflect and redirect flowing water around the building, reducing resistance and minimizing concentrated forces. In a beachfront park, shaping the restroom as a streamlined form becomes another practical layer of resilience.

Form and Shape Matters in Coastal Resilience



Orthogonal Site Organization

A conventional, orthogonal site layout allows stormwater and wave energy to move directly across the site with minimal interruption, offering limited opportunities for layered storm mitigation.

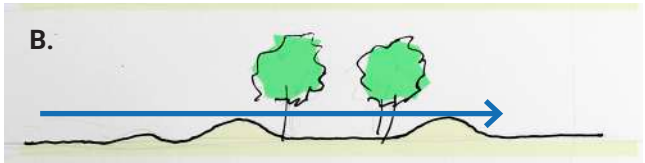
Fluid Site Organization with Overlapping Forms

This diagram illustrates a more fluid site organization with overlapping forms that increase the distance and complexity of stormwater movement across the site. By extending flow paths and creating layered obstacles, this approach enhances stormwater mitigation and demonstrates how form and shape can play a critical role in coastal resilience at Newton Park.

Form and Shape Matters in Coastal Resilience

Flat Site/ Existing Conditions

The existing flat site currently offers little stormwater or extreme storm mitigation, but presents strong opportunities to implement innovative resilience strategies.

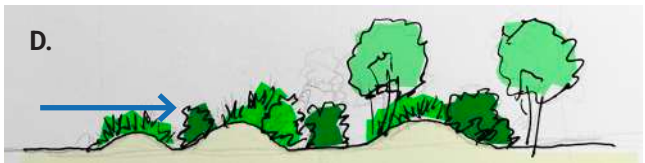


Bare Constructed Dunes

Recreating dunes provides an initial layer of protection and ecological benefits, but offers limited stabilization without additional supporting measures.

Planted Dunes

When planted, dunes help stabilize the site, trap sediment, and provide an initial level of coastal resilience and protection.



Diversity of Ecologically Rich Planting

A conventional, orthogonal site layout allows stormwater and wave energy to move directly across the site with minimal interruption, offering limited opportunities for layered storm mitigation.

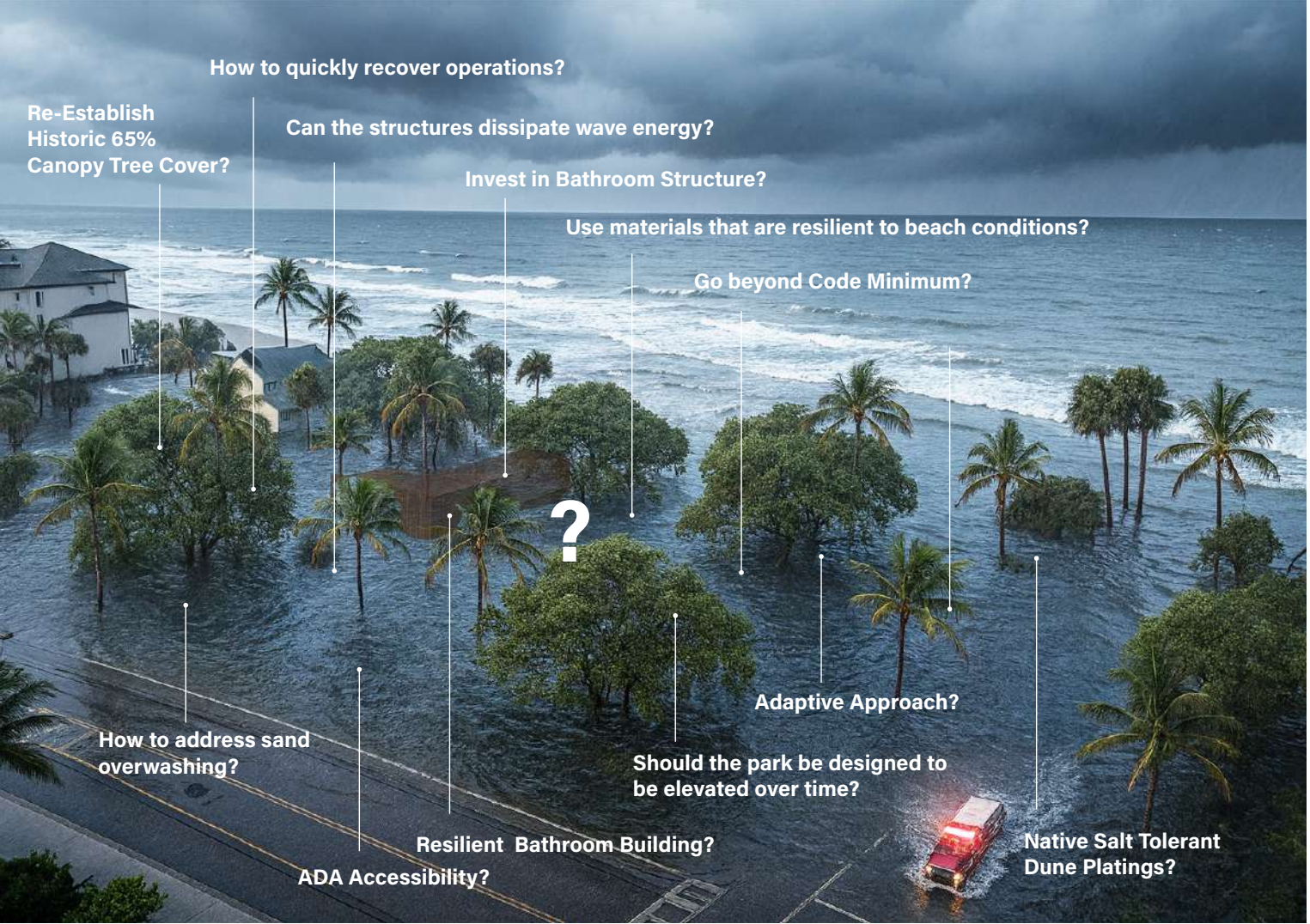
Form and Shape Matters in Coastal Resilience

"The site's open, undeveloped character offers a rare blank slate and an exciting opportunity to create a world class, resilient public park."

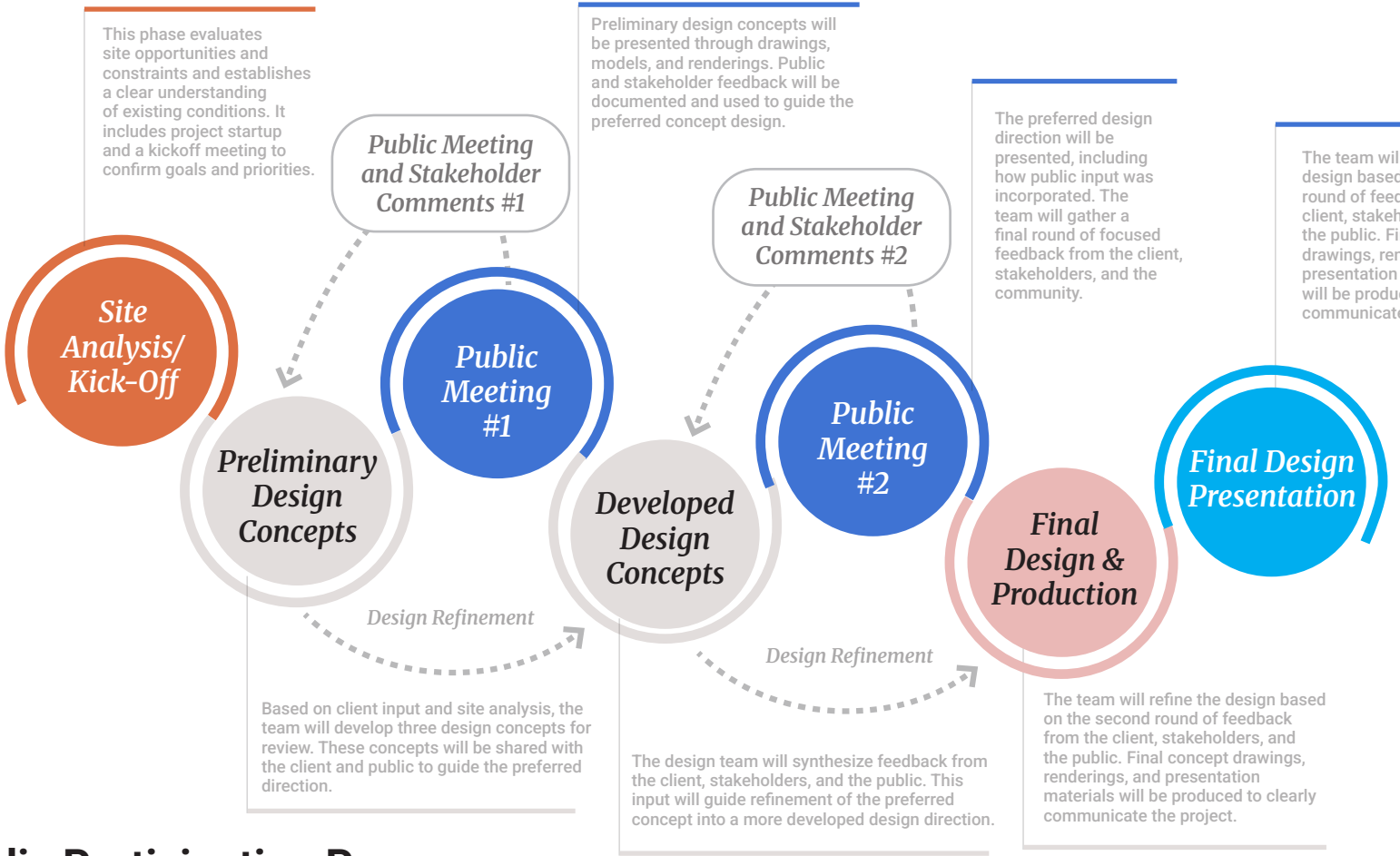
"This project offers the opportunity to create innovative landscape programs that activate the site and result in a cherished community park."

“The new Newton Park coould be designed as a model for sustainability and coastal resilience, serving as both a pilot project and an educational resource for the island. Sustainability will guide every part of the park’s design and long term performance.”

"Your project offers exciting opportunities, and the final design must reflect the character of Fort Myers Beach and be accessible to all."



"The new Newton Park will be designed with resilience at its core, using innovative strategies to mitigate storms in new and effective ways."



Public Participation Process

"We embrace genuine public participation throughout the design process, because the best ideas come from the community and lead to stronger, more lasting projects."

Public Participation Process

Public Participation Process

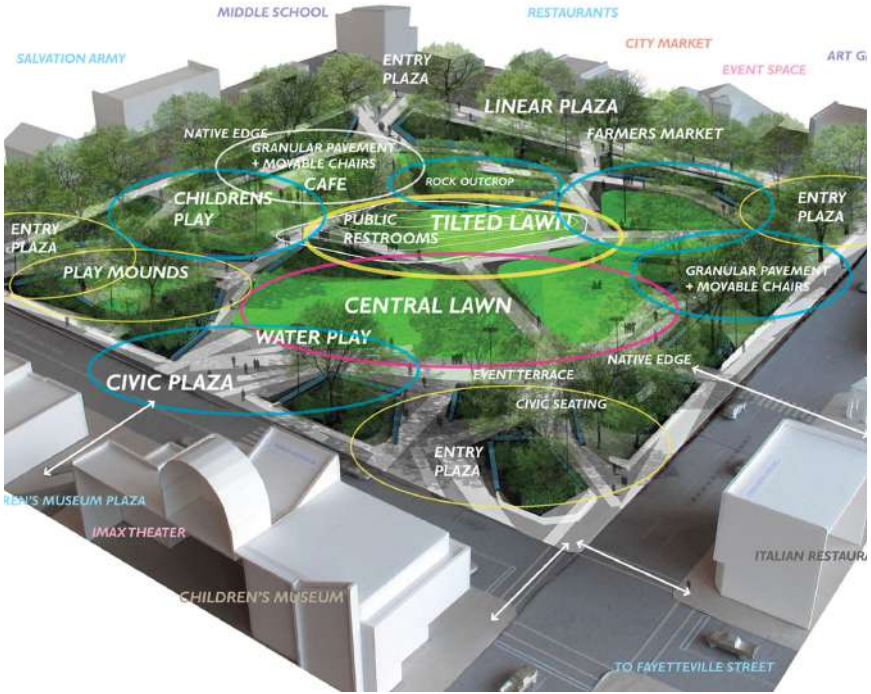
Our in house computer models, digital renderings, and animations bring clarity to complex ideas and significantly enhance the public engagement process.

Public Participation Process

This concept-phase image combines computer modeling, digital imaging, and hand drawing to create a softer look that supports effective public engagement. Most images in this presentation were produced in house and reflect the range of representation techniques available for the Newton Park project.

Public Participation Process

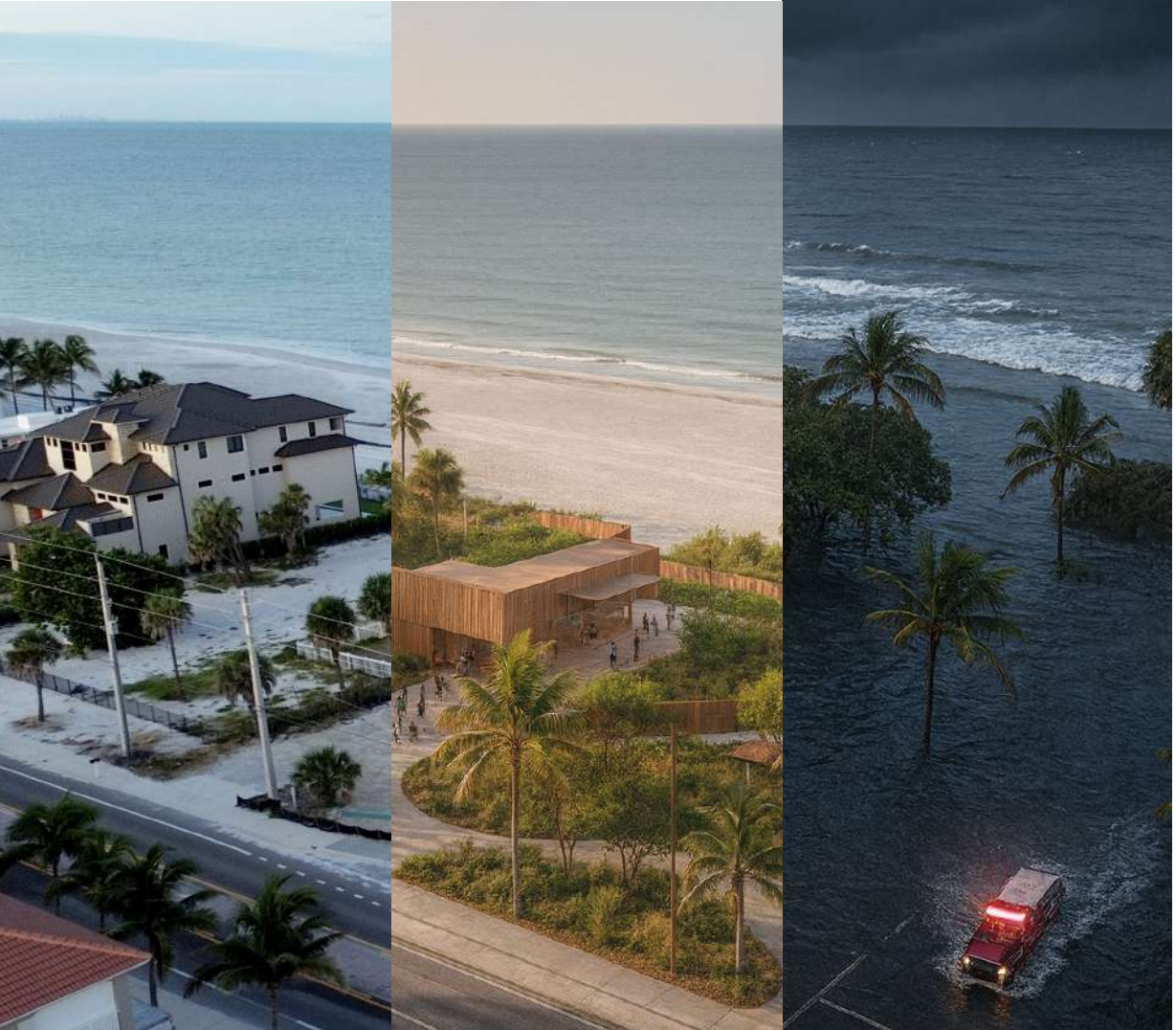
Lessons learned from high profile, highly engaged public processes such as Brooklyn Bridge Park have informed and shaped our unique approach to public participation.



"Large scale physical models turn public meetings into real collaboration by making the design clear, tangible, and easy for everyone to engage with."

Large scale landscape models are a proven tool for meaningful public participation and can also support fundraising efforts when applicable. When paired with strong graphics, they create an accessible platform for collaboration and help the public understand design intent more clearly than drawings alone. Our team is well versed in efficiently producing large scale models at the right scale and resolution to maximize client, public, and stakeholder engagement, and a similar approach could be explored as part of the Newton Park design effort.

Public Participation Process



Imagining a Resilient Future for Historic Newton Park

Ft. Myers Beach, Florida

Interview Presentation
11 February 2026

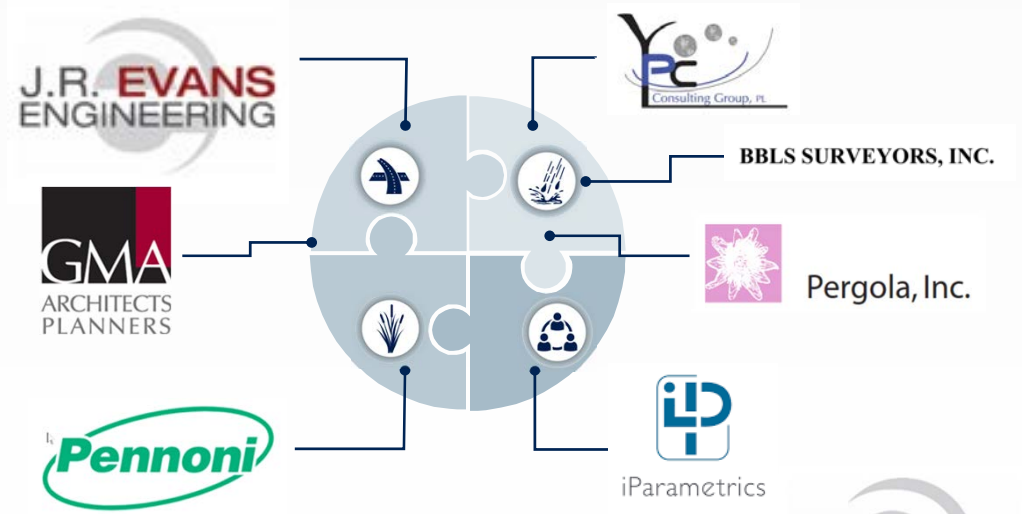
chenmoore

RFQ-25-17-AD
Fort Myers Beach Engineering & Architectural Services for Newton Park Beach Facility Reconstruction

Prepared for:
Presentation/Interview Evaluation #2 Meeting
February 11, 2026

Uniquely Qualified Project Team and Approach

- ✓ We have the local experience and knowledge.
- ✓ We know flood mitigation & coastal impacts risk mitigation strategies.
- ✓ We have the architectural design expertise.
- ✓ We know the natural resources and habitats.
- ✓ We know the State, Federal & Local Permitting.
- ✓ We know grant funding and management.
- ✓ We know stakeholder engagement.



A locally based, resilience-focused team ready to help Fort Myers Beach rebuild smarter and stronger.

Team that is selective with Projects to pursue to ensure that the project will receive the prioritized attention needed.

J.R. EVANS ENGINEERING

Our Understanding of the Town's Goals

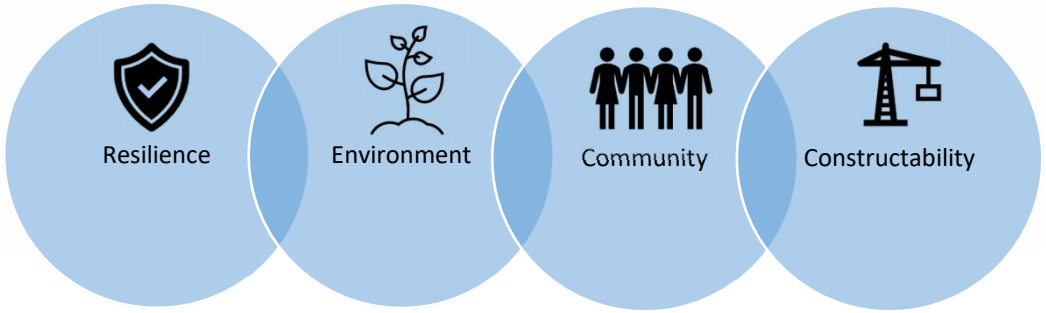
Rebuilding Newton Park with resilience, purpose, and community value

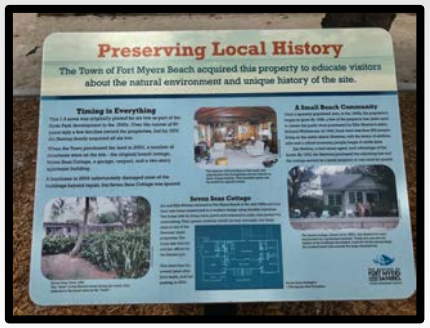
Project Goals:

- ✓ Restore and enhance a vital public coastal facility
- ✓ Incorporate resilient design informed by recent storm events
- ✓ Balance recreation, environmental stewardship, and public access
- ✓ Create a public space that prioritizes sustainable design and fosters community engagement
- ✓ Celebrate the site's legacy by incorporating interpretive elements that honor the Seven Seas Cottage
- ✓ Deliver a project that is permit-ready, fundable, and constructible

Key Criteria & Team Understanding:

- ✓ Prior conceptual plan to be reviewed and refined.
- ✓ Project scope includes **final architectural and engineering design, permitting, construction contract administration, construction oversight, project certification and compliance support.**
- ✓ Project is supported with funding from CDBG-DR program, and all services and work must comply.
- ✓ All work must comply with **Federal, State, and Local regulations**, including FEMA, SFWMD, and USACE





J.R. EVANS ENGINEERING

Why JR Evans Engineering?

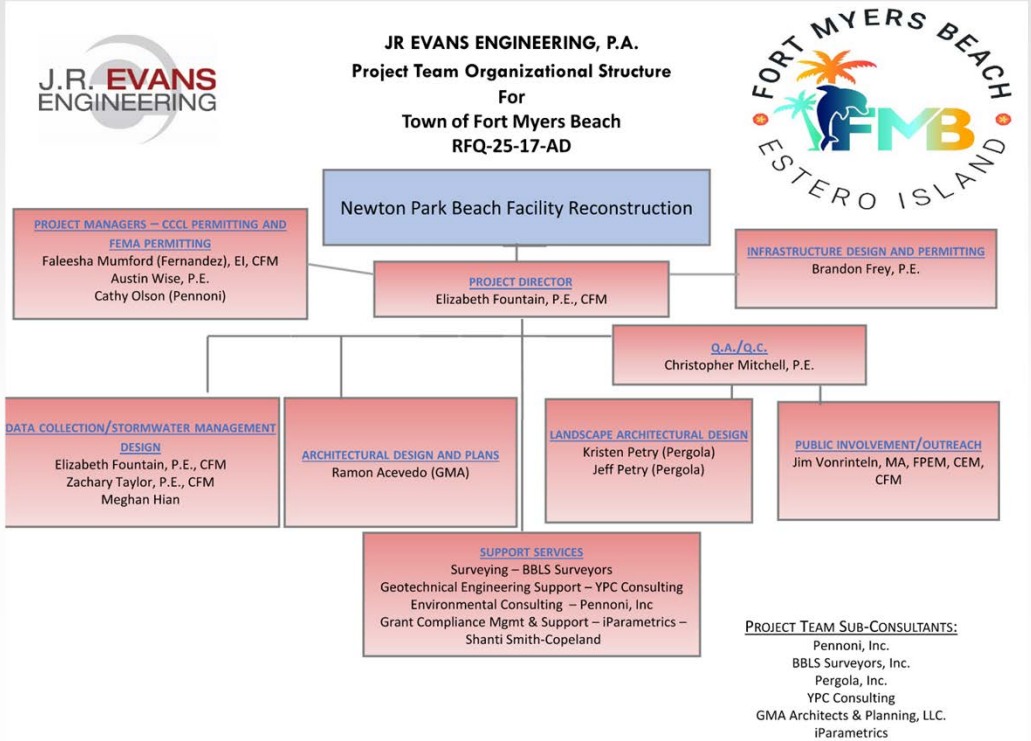
A Trusted Local Partner with Proven Coastal Experience

- ✓ Locally headquartered in Fort Myers with direct access to Town staff
- ✓ Extensive coastal engineering and floodplain expertise tailored to barrier island environments
- ✓ Proven experience supporting clients through complex recovery and restoration efforts
- ✓ Integrated engineering and architectural design approach that reduces risk and accelerates delivery
- ✓ Strong regulatory and permitting knowledge across Lee County and State agencies
- ✓ Hands-on leadership and continuity of staff from kick-off through construction

Project Team & Leadership

Experienced Leadership with Direct Town Access

- Project Director: Elizabeth Fountain, P.E., CFM
- Clear project management structure and accountability
- Dedicated in-house technical staff supported by trusted subconsultants
- Commitment to staff continuity throughout the project



J.R. EVANS ENGINEERING

Local Knowledge That Matters

Experience on Fort Myers Beach and across Lee County

- ✓ Deep familiarity with Estero Island and barrier island conditions
- ✓ Experience with Lee County, Town, FDEP, FEMA, USACE and SFWMD processes
- ✓ Understanding of post-hurricane recovery challenges and timelines
- ✓ Local presence allows responsiveness and hands-on project support

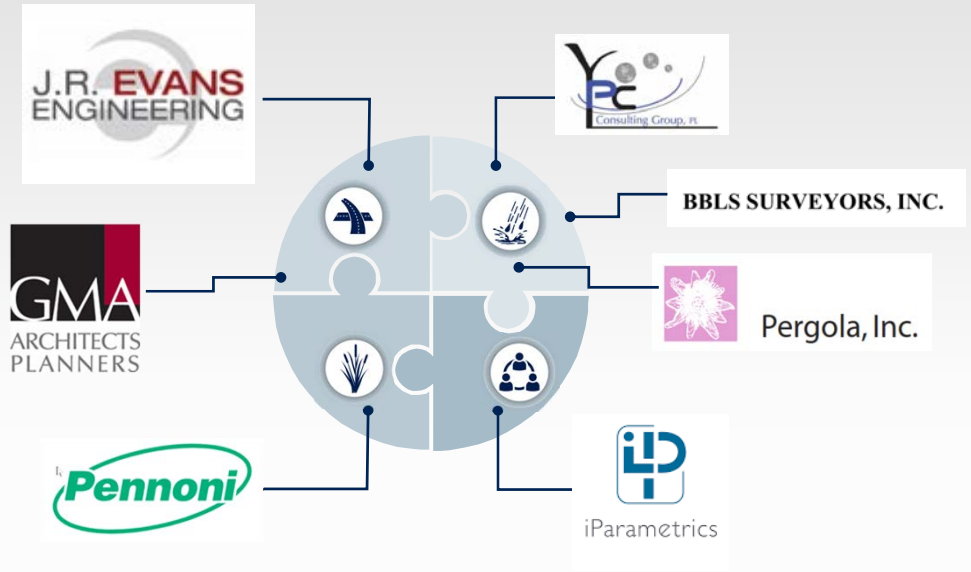
JR Evans Engineering- Fort Myers Beach Projects

J.R. EVANS ENGINEERING

Integrated Multidisciplinary Expertise

All Critical Services Coordinated Under ONE Team

- ❖Architectural design for public park facilities
- ❖Floodplain management and stormwater engineering
- ❖Coastal resiliency and CCCL permitting support
- ❖Environmental assessment and ecological permitting
- ❖Landscape architecture and site restoration
- ❖Grant compliance and funding coordination



J.R. EVANS ENGINEERING

Relevant Project Experience

Proven Success on Coastal, Park, and Resilience-focused Projects

- Park and public facility redevelopment in sensitive environments
- Post-storm recovery and resilience-based improvements
- Coastal floodplain analyses and FEMA map revisions
- Complex permitting projects coordinated across agencies

GMA-Trailhead Park, Fort Myers

GMA- Fort Myers Beach Fire & Rescue #31

GMA- Immokalee Fire Station #30

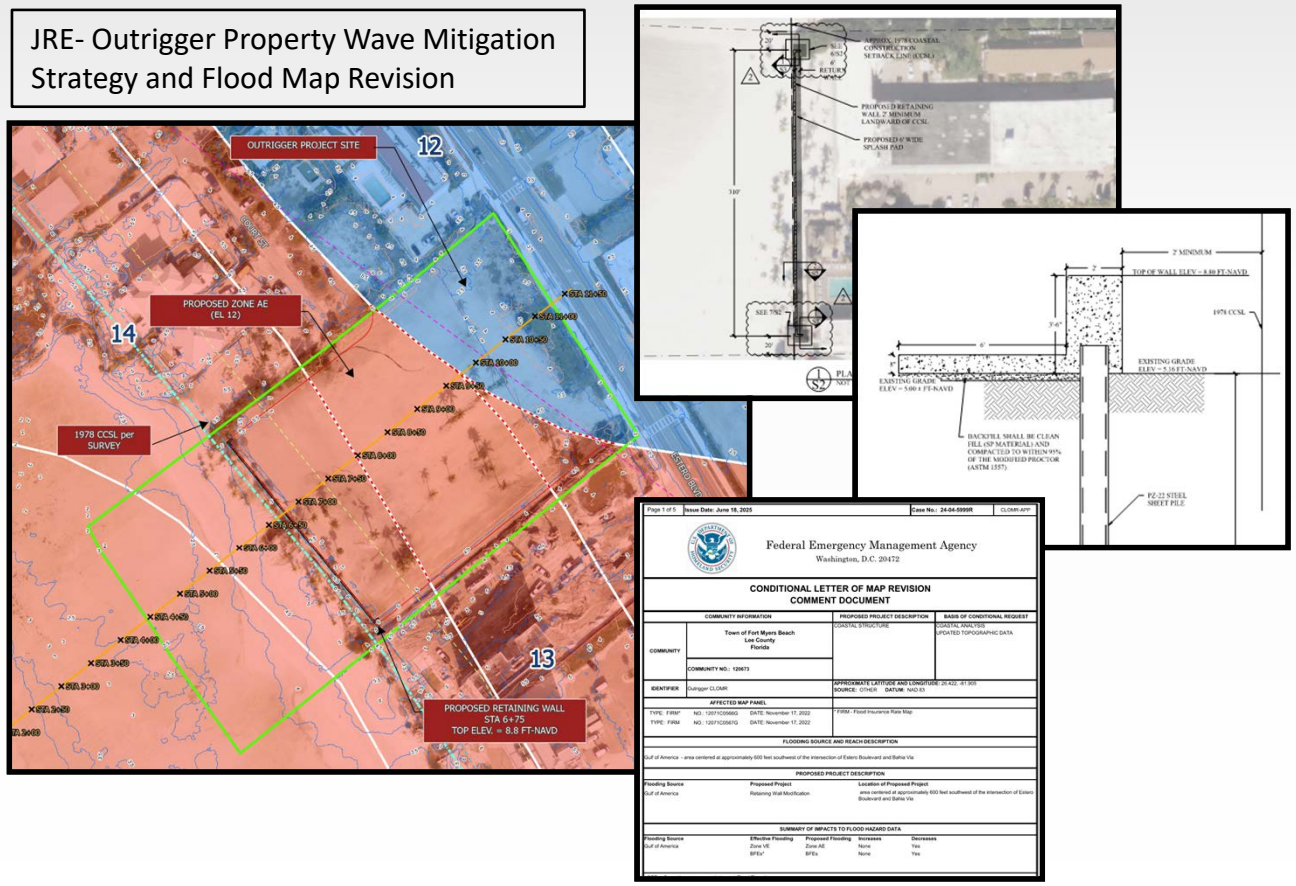
GMA- Bailey's Center, Sanibel Island

J.R. EVANS ENGINEERING

Relevant Project Experience

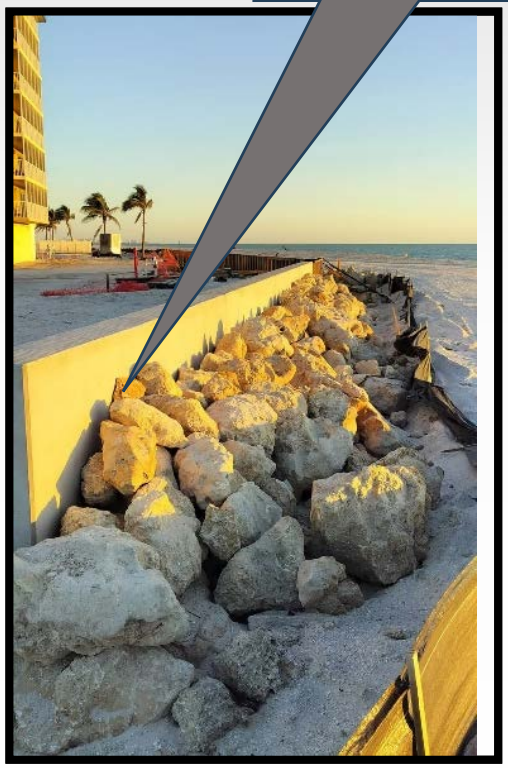
Proven Success on Coastal, Park, and Resilience-focused Projects

JRE- Outrigger Property Wave Mitigation Strategy and Flood Map Revision



JRE and Pergola- 3051 Estero Blvd.: 7-11 Store Site Restoration

Relevant Project Experience



Bonita Beach/Little Hickory Island
Wave Mitigation System

J.R. EVANS ENGINEERING

Relevant Project Experience

Proven Success on Coastal, Park, and Resilience-focused Projects

Pergola Relevant Projects Involving Coastal Landscape Restoration:

- Indies West at the Moorings, Naples, FL - 2200 Gulf Shore Boulevard North
- The Surfside Club of Naples -1065 Gulf Shore Boulevard North
- Via Delfino Condominium -1221 Gulf Shore Boulevard North
- 7-Eleven Stores -Three locations in Fort Myers Beach

J.R. EVANS ENGINEERING

Overall Project Approach

A Clear, Proactive Path from Assessment to Construction

- Comprehensive site and data evaluation
- Early coordination with regulatory agencies
- Integrated engineering, architectural and landscape design
- Focus on resiliency, sustainability and coastal risk mitigation
- Stakeholder and public engagement support
- Efficient permitting and construction phase assistance

J.R. EVANS ENGINEERING

Overall Project Approach

Architectural Design Approach

Our team proposes the following considerations to enhance and refine the Master Conceptual Plan:

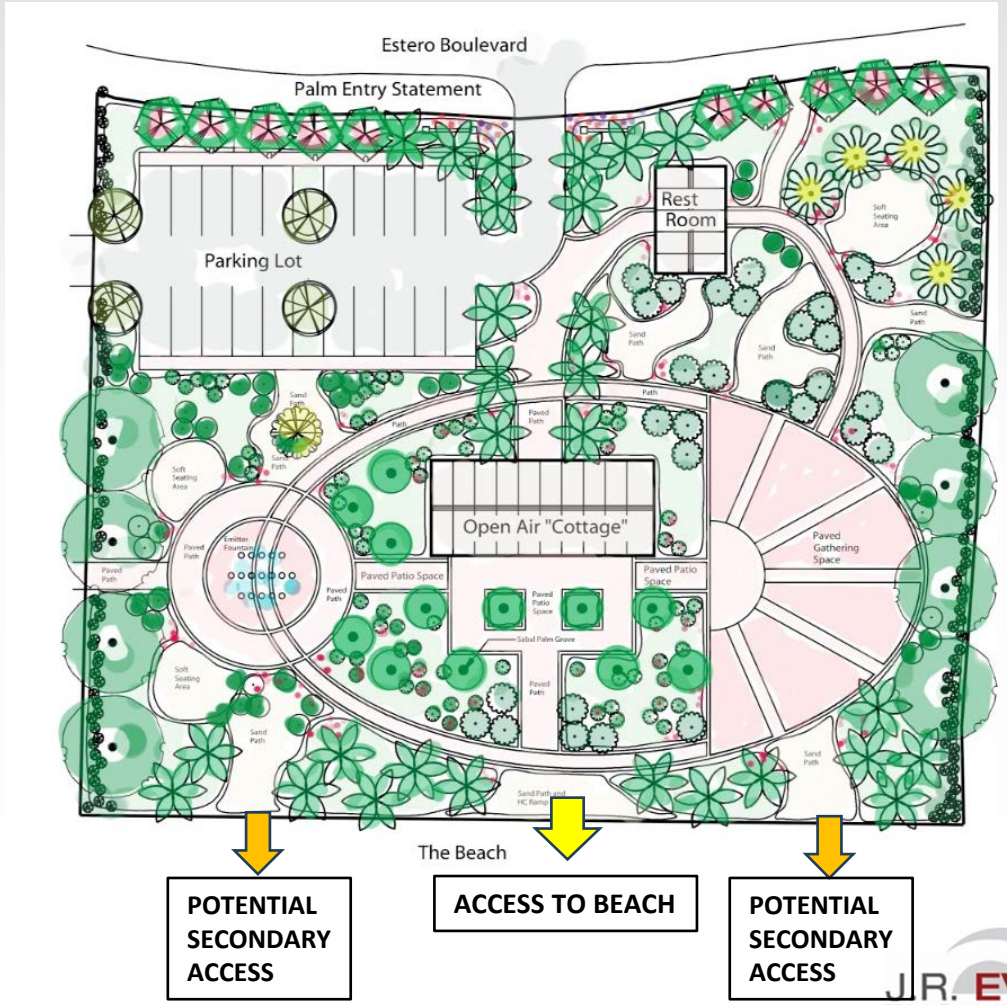
- Architectural Integration of **Historical Significance**: Recommend incorporating architectural features that reflect the original structure—such **as old Florida-style** design elements (color palette, rooflines, and materials)—while using resilient, modern construction methods. **Interpretive signage** can be added to honor and tell the story of the site's history.
- Recreating the **Seven Seas Cottage** Footprint: The plan could include:
  - ❖ A seat wall outlining the original cottage footprint, and/or
  - ❖ A decorative paver design mimicking the interior layout of the former home.
- **Restroom and Utility Structures**: Design these support structures to echo the cottage's historic aesthetic using traditional materials such as tabby concrete or shell stone, enhancing cohesion and cultural connection.
- **Shaded Gathering Space**: Incorporate a pavilion structure—shaded area beneath a grove of Sabal Palms—with board-and-batten siding and finishes reminiscent of the historic home.

J.R. EVANS ENGINEERING

Overall Project Approach

Landscape Architectural Design/Environmental Sustainability

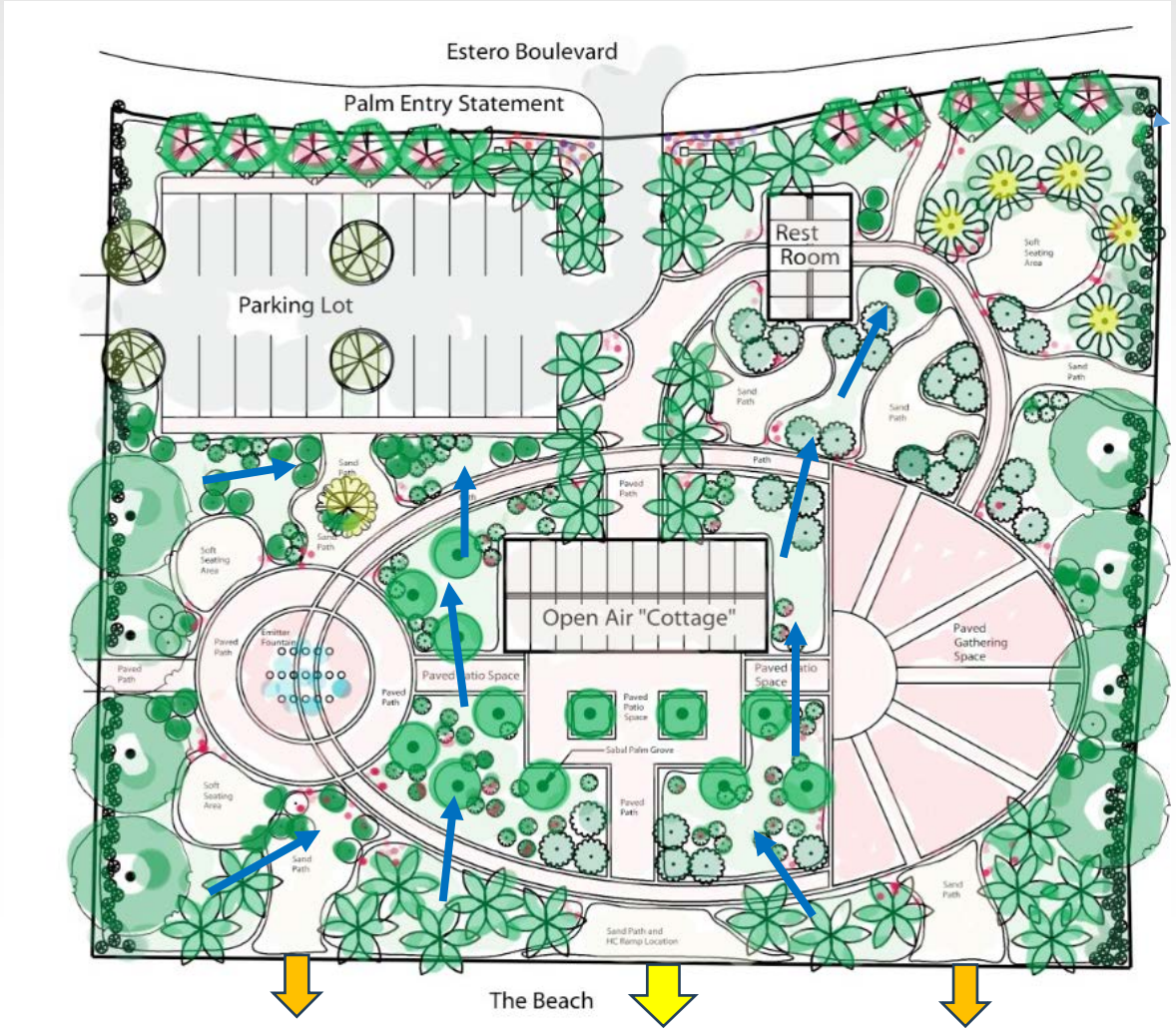
- **Ecologically Native Landscape**: Implement a coastal plant palette using native species like Sea Grape, Inkberry, Sea Oats, Railroad Vine, and Golden Creeper to promote ecological function and minimize maintenance.
- **Interpretive Pathways**: Create a looping, accessible path system with botanical and historical markers, enabling users to engage with the landscape and the site's past.
- **Integrated Connectivity**: Ensure that pathways connect seamlessly to the beach, Estero Boulevard, surrounding side streets, and future amenities.
- **Environmentally Responsible Circulation and Drainage**:
  - Design parking and vehicular areas using pervious pavement systems for low-impact stormwater management.
  - Integrate a surface water management system that treats and detains stormwater before it discharges to the Town's drainage system, increasing both flood resilience and water quality outcomes.



J.R. EVANS ENGINEERING

Overall Project Approach

Landscape Architectural Design/Environmental Sustainability



Surface Water Flow Direction with Potential Swales and Bio-retention Facilities

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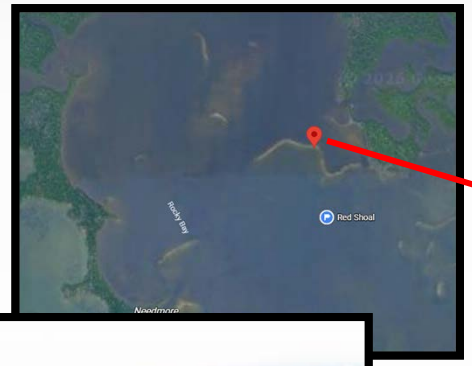
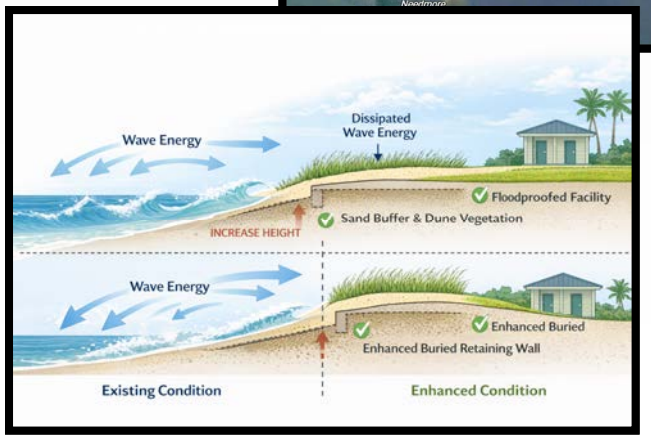
Overall Project Approach

Coastal Risk Mitigation and Resilient Design Opportunities

A strategic opportunity to enhance protection while expanding long-term design flexibility

- Implement a **coastal wave attenuation strategy** along the beachfront to reduce surge-driven wave energy during tropical storm events
- Leverage the **existing buried retaining wall** as a foundation for enhancement — potentially increasing elevation, integrating dune vegetation, and incorporating additional sand buffers
- Engineer improvements to perform under **100-year (1% annual chance) coastal storm conditions**, significantly reducing structural exposure
- Potential to support a **FEMA Flood Map revision** from Zone VE to Zone AE
- Reclassification could:
  - Reduce structural design constraints
  - Allow greater flexibility in facility placement
  - Enable non-residential floodproofed structures (e.g., restrooms, shelters) below BFE
- **Result: Increased resilience, expanded design possibilities, and improved public accessibility**





Oyster Bar in Estero Bay- Dissipates Wave Energy Passing over the Bar

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Managing Risk, Permitting, and Funding

Reducing Uncertainty and Keeping the Project Moving

- Proactive identification of permitting constraints
- Experience with FEMA, FDEP, SFWMD, USACE, and CCCL processes
- Design decisions informed by constructability and long-term maintenance
- Grant compliance and documentation support:
  - Understands the rigorous documentation, reporting, and compliance requirements associated with federally funded projects. **Key** aspects include:
    - ✓ **Managing Complex Compliance Requirements**: Federal stipulations were addressed through proactive labor compliance systems and early designation of responsible personnel across all contractors.
    - ✓ **Meeting Time-Sensitive Funding Deadlines**: Fast-tracked permitting, careful scheduling, and close coordination with grant administrators ensured adherence to strict funding timelines.
    - ✓ **Maintaining Fiscal Accountability**: Transparent cost reporting and phased implementation strategies were employed to align budget and scope requirements while maintaining project integrity.

J.R. EVANS ENGINEERING

Team's Approach to Project Execution & Permit Strategies

Permitting Strategy & Risk Reduction

- Anticipated permitting agencies:
  - **South Florida Water Management District (SFWMD)**
  - **U.S. Army Corps of Engineers (USACE)**
  - **Town of Fort Myers Beach/ Development Order (DO)**
  - **Lee County Utilities- Potential Main/Service Extensions**
  - **Lee County Dept. of Transportation- Right-of-Way Permit/Limited Review DO**
  - **Florida Department of Environmental Protection (FDEP) and Florida Fish & Wildlife Commission (FWC)- CCCL Permitting**
  - **FEMA Flood Map Revision Permitting (CLOMR-LOMR) for Wave Mitigation Strategies**
- Conduct early **pre-application meetings** to confirm scope, criteria, and documentation requirements
- Advance survey data collection, geotechnical assessments, environmental, species, and cultural resource reviews **early** in the schedule
- Risk reduction measures:
  - **Early** agency coordination
  - Good relationships with agency permitting staff = **Known expectations**
  - Continuous agency communication through permit review

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Schedule: Challenges & Risk Mitigation

Risks include data collection unknowns, iterative agency feedback, and hydrologic/coastal modeling dependencies. Our mitigation plan includes early data capture, regulatory alignment, and ongoing client checkpoints.

Our project manager will maintain real-time schedule tracking and staff flexibility.

Potential Challenges:

- Limitations/Timeframe for field data collection
- Permit sequencing vs. design dependencies
- External reviews (agency timelines, coordination with stakeholders)

In-Depth Schedule:

- Gantt-style visual showing major tasks:
  - Month 1–3: Data collection/survey field work, agency meetings, master plan refinements
  - Month 2–5: Design Development, Civil and Architectural Design, Structural Engineering, Landscape Design
  - Month 4–6: Final design iterations, internal QA/QC
  - Month 6: Design completion, Permit applications

NEWTON PARK BEACH FACILITY DESIGN SCHEDULE

Major Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Beyond 6 Months
Data Collection/Survey Field Work, Geotech & Environmental Assessments	•	•					
Agency Coordination & Pre-Application Meetings	•	•	•	•			
Master Plan Refinements		•	•				
Design Development, Civil and Architectural Design, Structural Engineering, Landscape Design		•	•	•	•		
QA/QC Review					•	•	
Final Design Preparation & Delivery *					•	•	
Permit App Prep, Submission & Review Process				•	•	•	•
Agency Reviews, Permit Issuance, Bidding Services							•

J.R. EVANS ENGINEERING

Schedule: Challenges & Risk Mitigation

NEWTON PARK BEACH FACILITY DESIGN SCHEDULE

Major Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Beyond 6 Months
Data Collection/Survey Field Work, Geotech & Environmental Assessments	•	•					
Agency Coordination & Pre-Application Meetings	•	•	•	•			
Master Plan Refinements		•	•				
Design Development, Civil and Architectural Design, Structural Engineering, Landscape Design		•	•	•	•		
QA/QC Review				•	•	•	
Final Design Preparation & Delivery					•	•	
Permit App Prep, Submission & Review Process				•	•	•	•
Agency Reviews, Permit Issuance, Bidding Services							•

J.R. EVANS ENGINEERING

Schedule: Challenges & Risk Mitigation

Critical Path Activities & Key Milestones

- **Notice to Proceed (NTP):** Project initiation
- **Data Collection, Field Work, and Geotechnical Assessments:** Early-start field activities driving modeling and design
- **Localized H&H Modeling and Coastal Modeling:** Critical for storm water management system layout and coastal risk mitigation design
- **Design Development & Structural Engineering:** Culvert replacement and design of operable gate system
- **QA/QC Review Throughout design phases and Final Design Delivery: Final Design Completed within 6 Months of NTP**
- **Permit Submittals:** Preparation initiated prior to final design to maintain momentum

Parallel Tasking & Staffing Strategy

- Field investigations, environmental assessments, and agency coordination proceed **in parallel** during early project phases
- Hydrologic/hydraulic/coastal modeling refined concurrently with preliminary and conceptual design
- Architectural design/Structural engineering advances in coordination with modeling outputs to avoid downstream redesign
- Dedicated discipline leads (H&H, survey, structural, geotechnical, environmental, permitting) assigned at project start
- Experienced project management oversight ensures efficient workflow and rapid decision-making

Schedule Adherence & Risk Management

- Early **agency coordination and pre-application meetings** to minimize permitting delays
- Regular progress and milestone meetings with Town to confirm alignment and resolve issues promptly
- Defined internal **QA/QC review checkpoints** integrated into the schedule—not added at the end
- Clear deliverable milestones and responsibility assignments tracked by the Project Manager
- Proactive identification of potential risks (data gaps, permitting issues, constructability concerns) with mitigation strategies implemented early

Early data collection, parallel task execution, and disciplined project management enable JR Evans Engineering Project Team to meet the design schedule without compromising quality or regulatory compliance.

J.R. EVANS ENGINEERING

Schedule: Challenges & Risk Mitigation

Stakeholder Coordination & Engagement

Effective stakeholder coordination is fundamental to the successful delivery of the Newton Park Beach Facility Reconstruction project.

Coordination with County Reviewers

- Maintain consistent communication with **Town of Fort Myers Beach and Town staff** to align scope, schedule, and deliverables
- Conduct regular progress and milestone meetings to confirm scope, schedule, and deliverables
- Coordinate early with **Town staff, LCDOT, Lee County Utilities, and regulatory agencies** to resolve technical and operational issues
- Provide timely documentation and responses to support efficient reviews and informed decision-making
- Support CDBG-DR compliance through clear documentation, eligible cost tracking, and milestone reporting

Coordination with Public Stakeholders

- Identify and engage affected **stakeholders** early
- Communicate anticipated impacts related to field work, design, and construction activities
- Respond proactively to concerns and incorporate feasible input into design decisions
- Support continued public awareness and confidence as the project advances

Key Project Stakeholders

- **Town of Fort Myers Beach Council and Staff**
- **State of Florida – Florida Division of Emergency Management (FDEM)**
- **Lee County Utilities**
- **Lee County Department of Transportation (FDOT)**
- **Florida Power & Light (FPL)**
- **Adjacent Residential & Commercial Property Owners**
- **Visitors to Town**

J.R. EVANS ENGINEERING

Collective Team -Partnership, Readiness, Results

The **JR Evans Engineering Project Team** brings specialized expertise in **stormwater management, coastal engineering, civil engineering and architectural design, landscape architecture**, **ecological assessment, permitting, construction contract administration services** and **grant management**, all critical to the Newton Park Beach Facility project.

Partnership

- Committed to transparent, collaborative engagement with Town staff and stakeholders
- Proactive coordination with stakeholders and regulatory agencies
- Clear communication and responsiveness throughout the project lifecycle

Readiness

- Staff, tools, and capacity in place to start immediately
- Seasonally aware planning and field mobilization strategy
- Integrated in-house design, modeling, and permitting team
- Adaptive approach tailored to evolving site and agency needs

Results

- Focused on delivering an implementable, resilient design in 6 months
- Efficient use of existing data and models to stay ahead of schedule
- Support long-term resiliency and flood protection goals.

J.R. EVANS ENGINEERING

THANK YOU

Let’s Talk

J.R. EVANS ENGINEERING

J.R. EVANS
ENGINEERING
Unparalleled Solutions.

TOWN OF
FORT MYERS BEACH

Kimley»Horn

Expect More. Experience Better.

FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES

NEWTON PARK BEACH FACILITY RECONSTRUCTION

Key Presenters

Kelsie Shy, PLA
Project Manager

James Pankonin, PLA, LEED AP
Principal-in-Charge

Jackie Brower, PE
Coastal Engineering

Karin Teuffer, PE
Resiliency

Mallory Clancy, PE
Civil Engineering

Jerry Sparkman, AIA
Sweet Sparkman Architects

Depth of Resources. Local Presence.

KIMLEY-HORN, FLORIDA

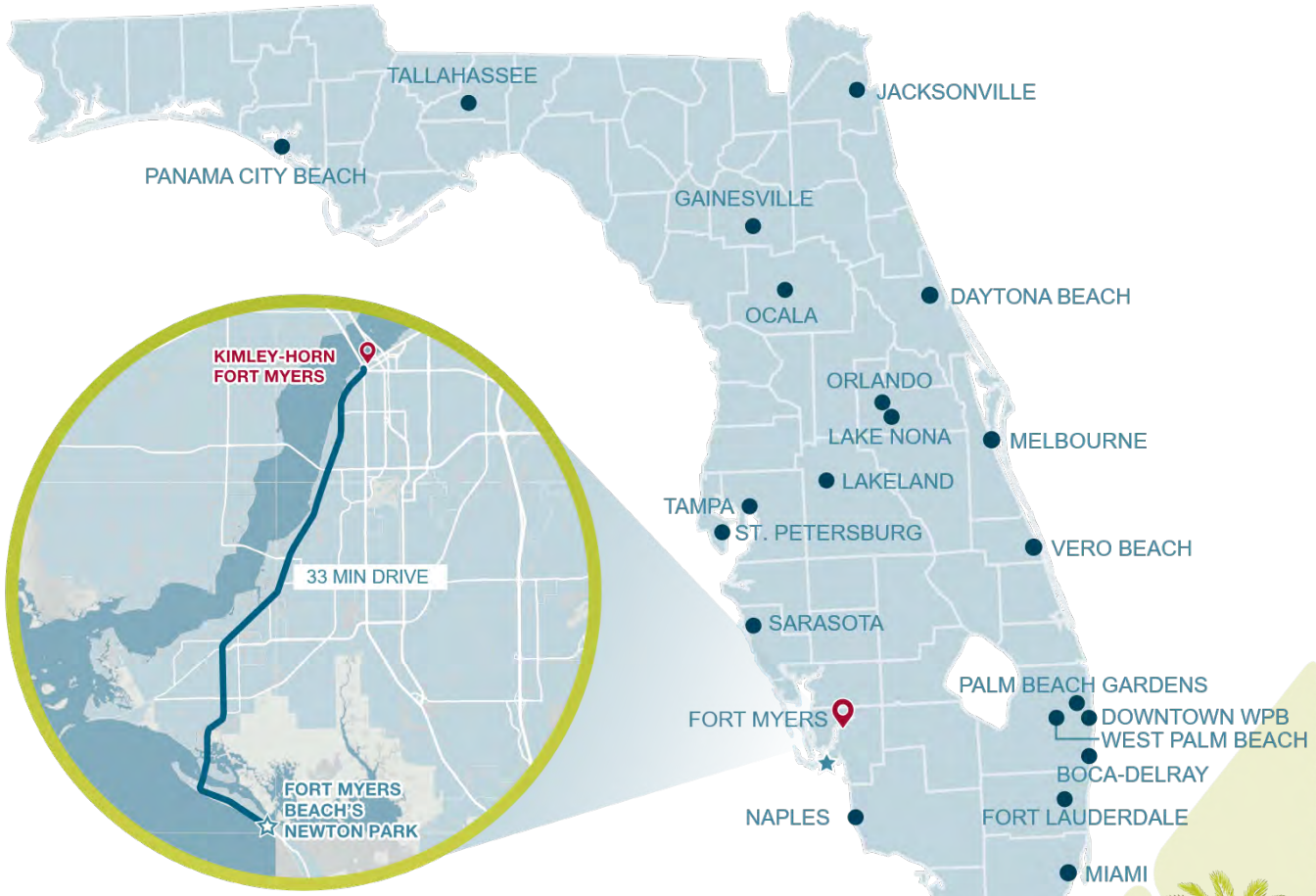
1600+	34+	70+	405+	250+
Professionals	Licensed Landscape Architects	Landscape Designers	Licensed Professional Engineers	Licensed Engineering Interns

FORT MYERS, SARASOTA, NAPLES OFFICES

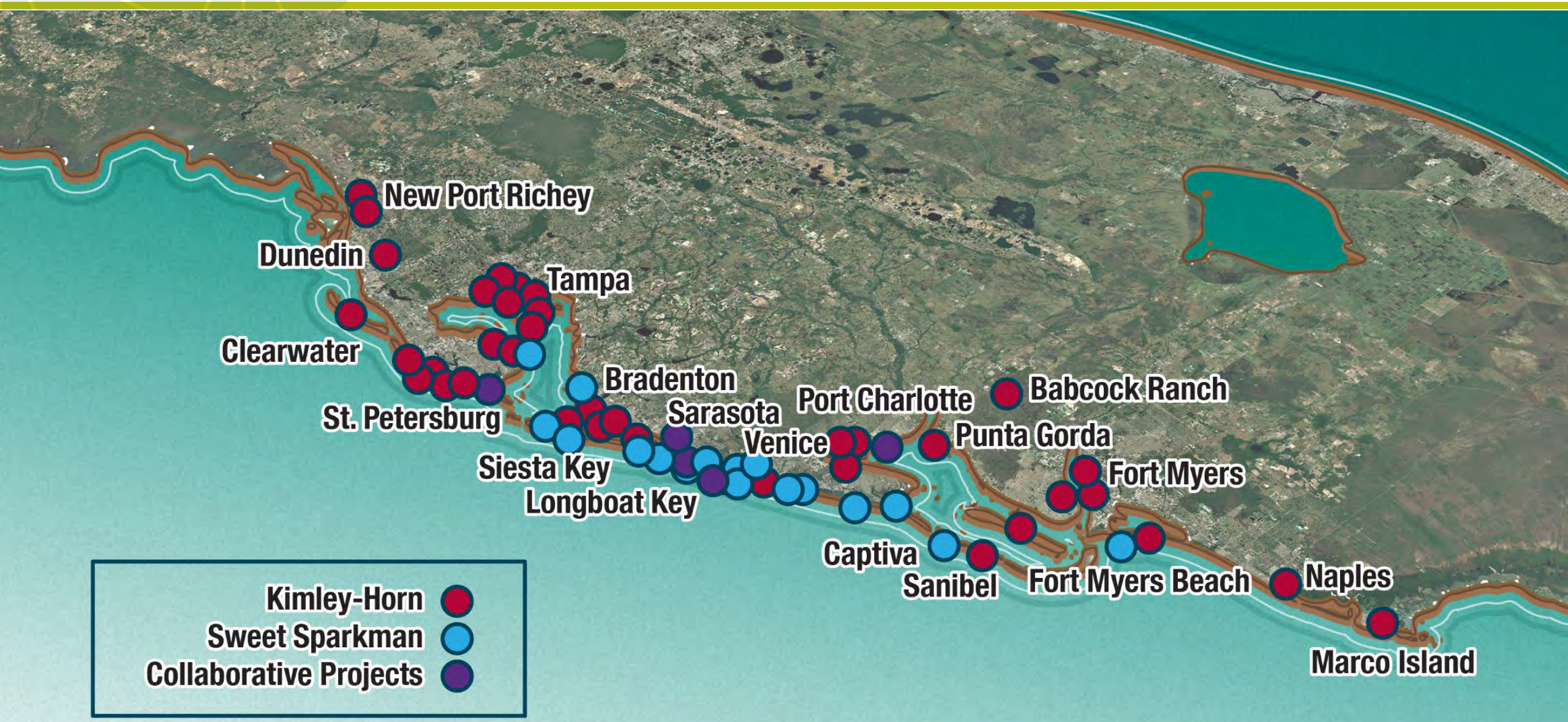
200+	7	14	37	36
Professionals	Licensed Landscape Architects	Landscape Designers	Licensed Professional Engineers	Licensed Engineering Interns

SWEET SPARKMAN

50+	40+
Professionals	Projects with Kimley-Horn



Coastal Experience & Proven Success in Southwest Florida



Bayfront Park

Longboat Key, Florida

Siesta Beach Park

Siesta Key, Florida

The Bay Park

Downtown Sarasota, Florida

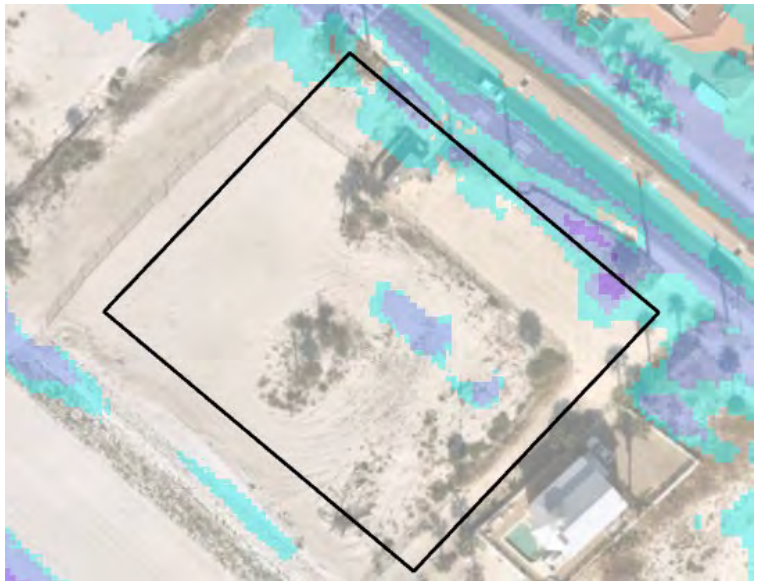
Coastal Experience & Proven Success in Southwest Florida

Vulnerability Assessment and Adaptation Plan

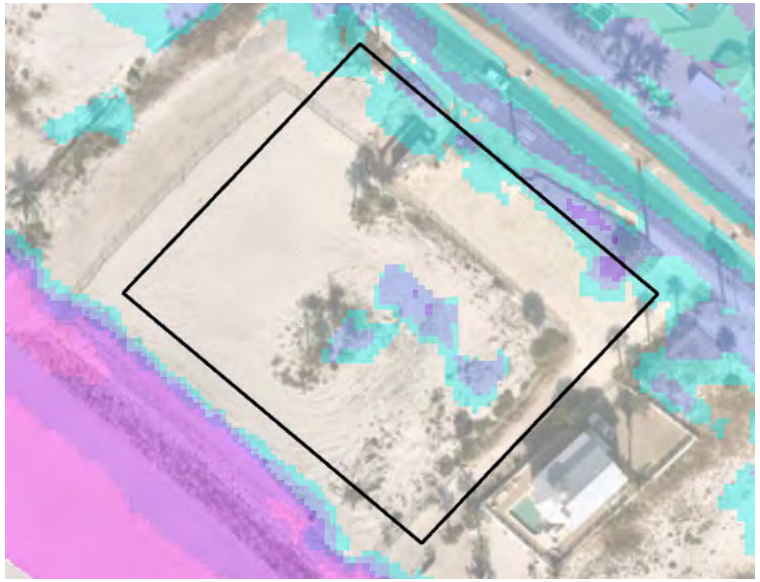
- ✓ Critical Asset Data Collection
- ✓ Exposure and Sensitivity Analysis
- ✓ Focus Area Identification Criteria
- ✓ Adaptation Strategy Ranking
- ✓ Grant Funding Opportunities and Implementation (Ongoing)

Vulnerability Assessment and Adaptation Plan

Rainfall Induced Flooding
100 YR 72 HR



Tidal Flooding
SLR I2080



Storm Surge Flooding
Category 1

Flood Depth < 0.25 ft <1.0 ft <2.0 ft <3.0 ft >3.0 ft

Public Outreach

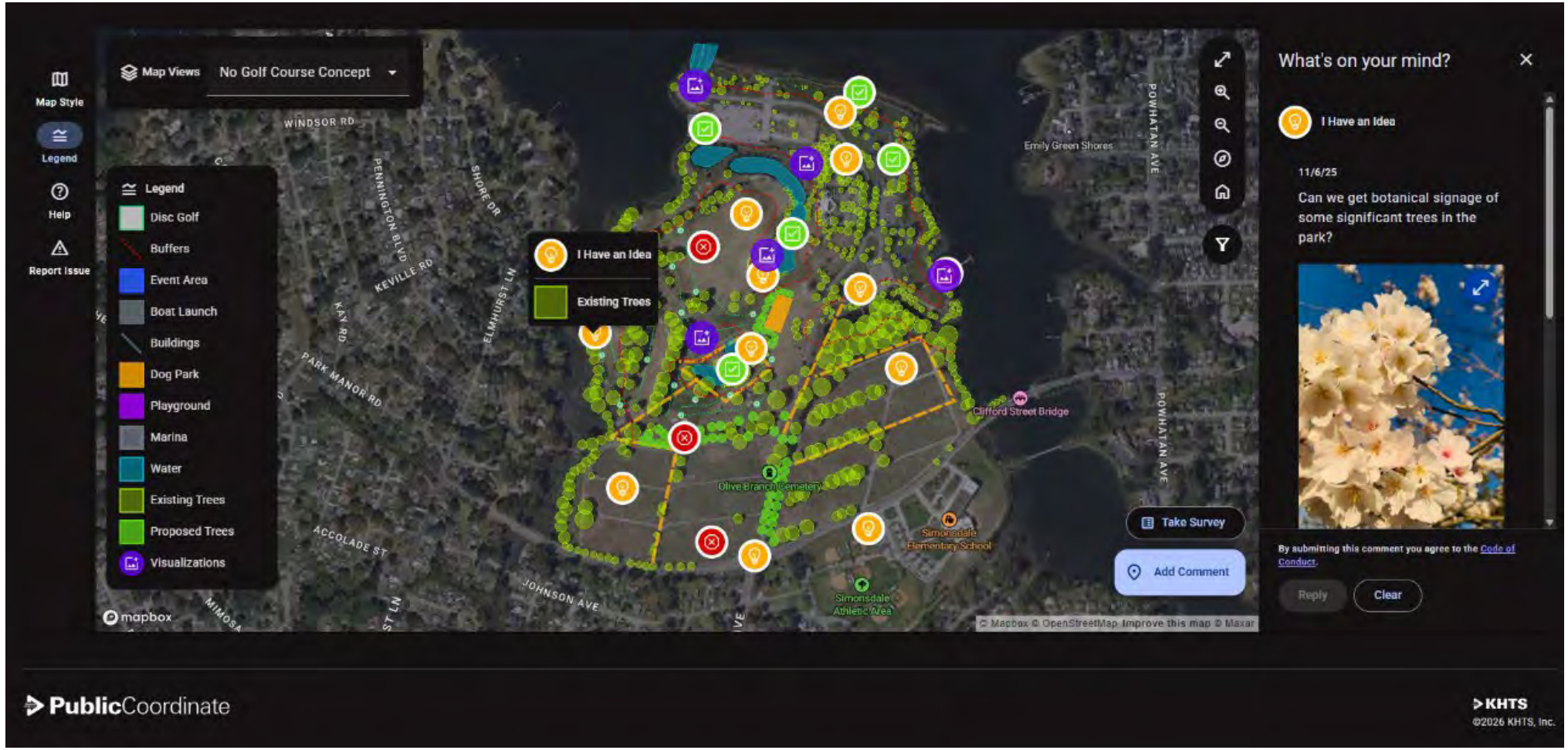
- ✓ Build Upon the R2P2 Outreach
- ✓ Understand Funding Mechanism Requirements
- ✓ Engage with CELCAB

Town of Fort Myers Beach
Coastal Florida Recovery and Resiliency Partnership Project (R2P2)

PublicCoordinate

Public Engagement & Inclusivity

PublicCoordinate



3D Capabilities

3D Project Rendering

Completed Project

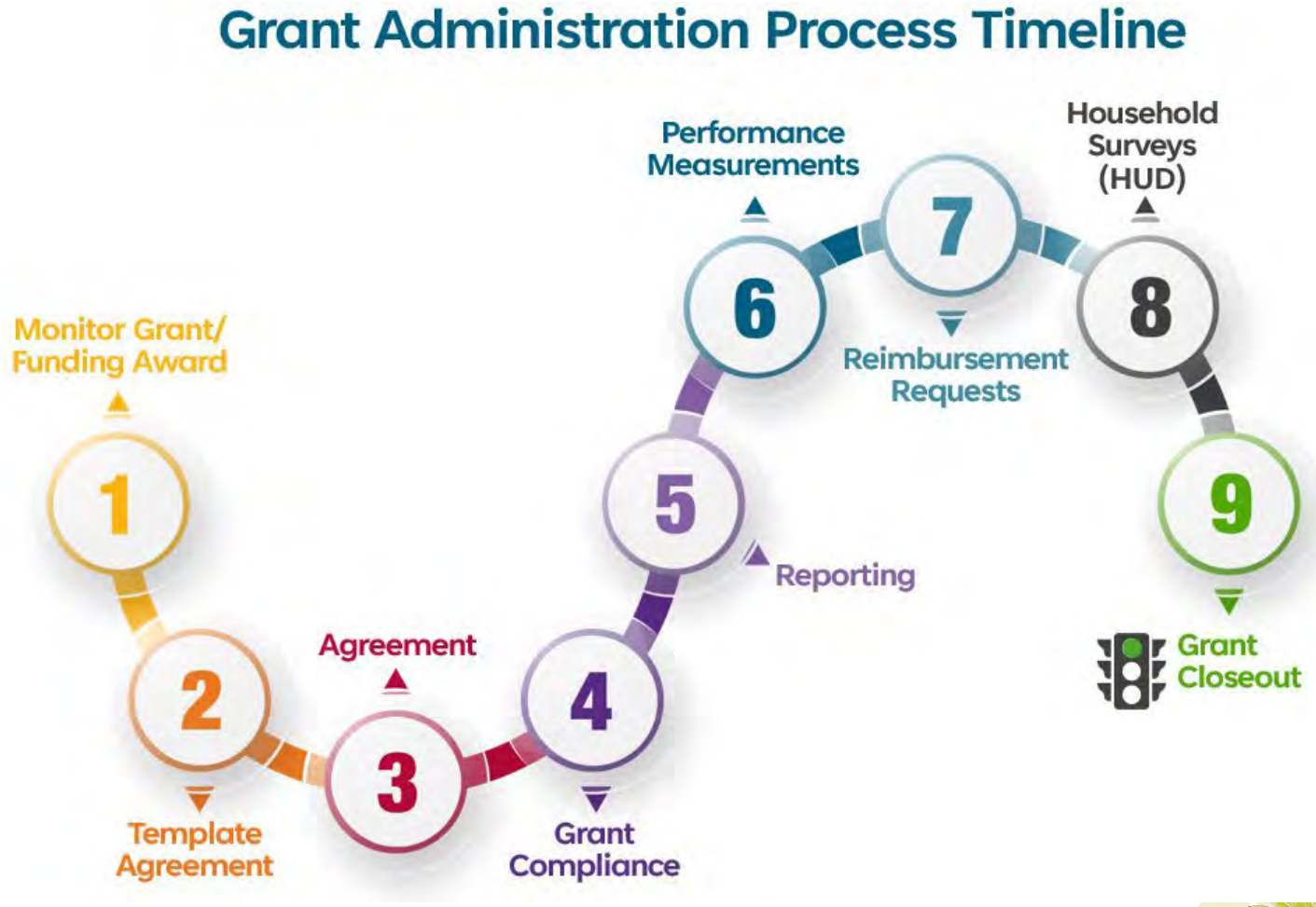
Experience with CDBG-DR and Federal Procurement

Diana Bello
CDGB Grant Administration

14 years of experience
managing CDGB programs

18 years of experience
managing audit preparation activities

Secured $2 billion in funding across US



Experience with CDBG-DR and Federal Procurement

TECHNOLOGY SOLUTIONS
Kimley»Horn

»SMARTS

Grant Tracking

- ✓ **Efficiency Tool** to ensure compliance with Grant Agreement Requisites
- ✓ **Tool can be accessed** by Fort Myers Beach Project Manager and/or designated staff
- ✓ **Tool assists** to prepare for audit reviews
- ✓ **Keeps project documentation** organized

Functional Spaces

Proven Resiliency Technology

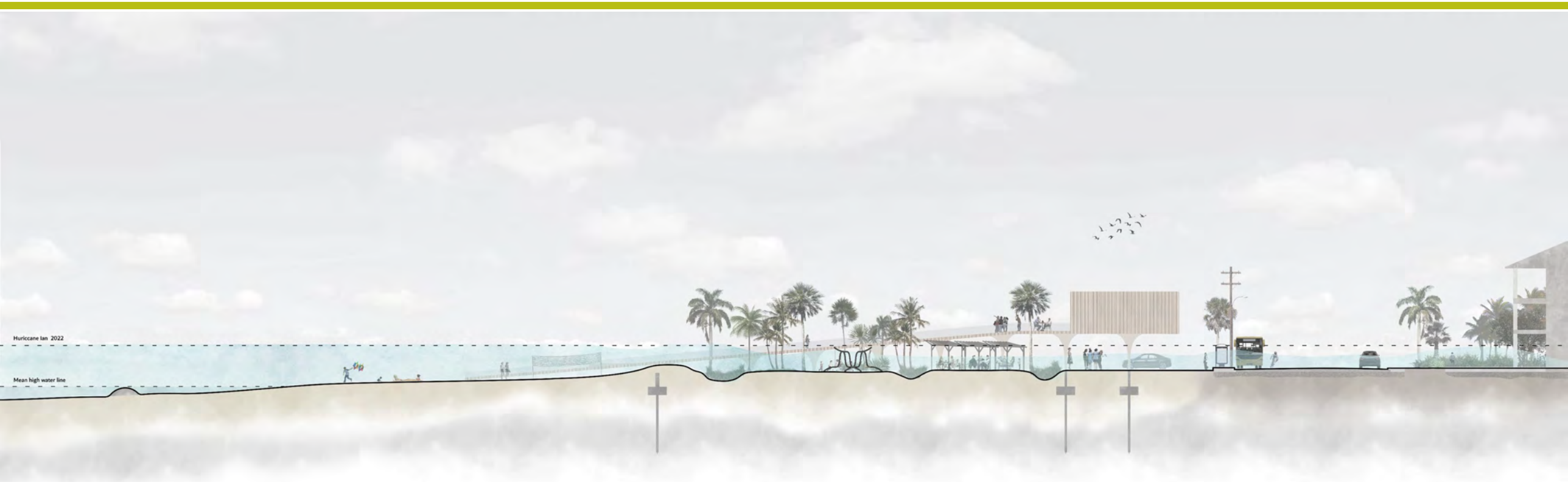
Aesthetic and Welcoming Appearance

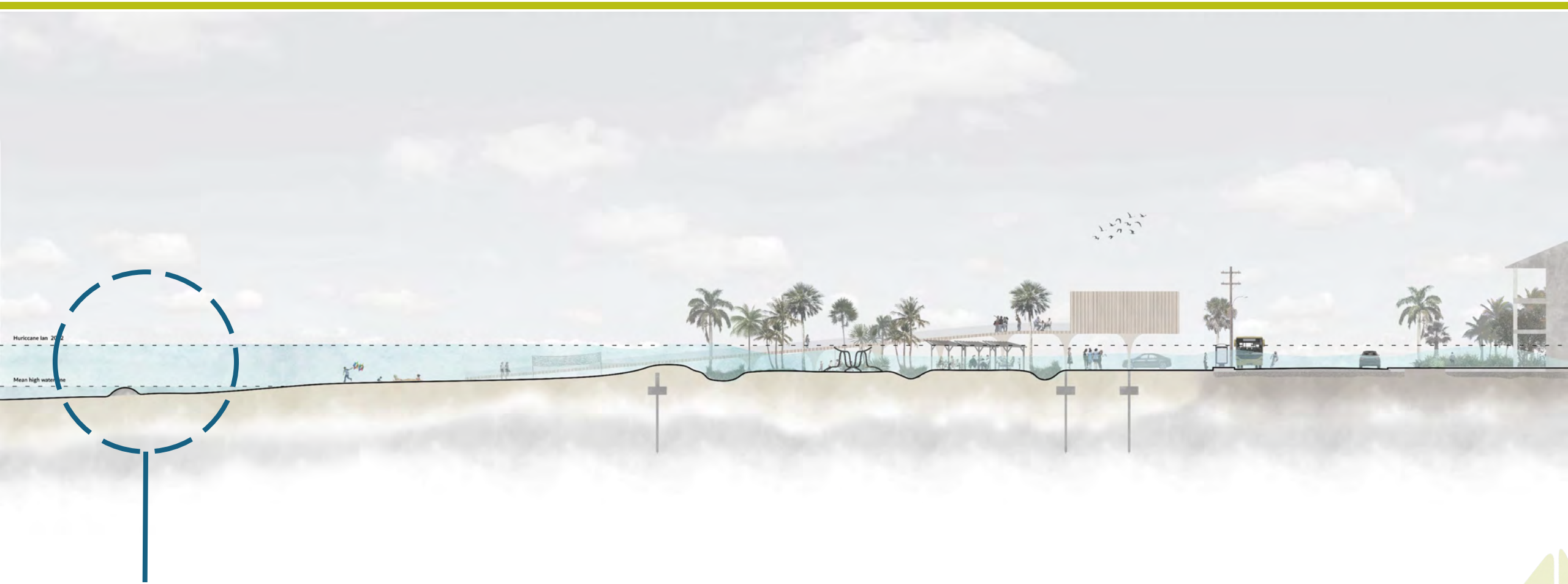
Public Education (on history of park and natural systems)

Project Approach

Project Approach

Project Approach




Wave
Attenuation

Wave Attenuation

Credit: Reef Arches

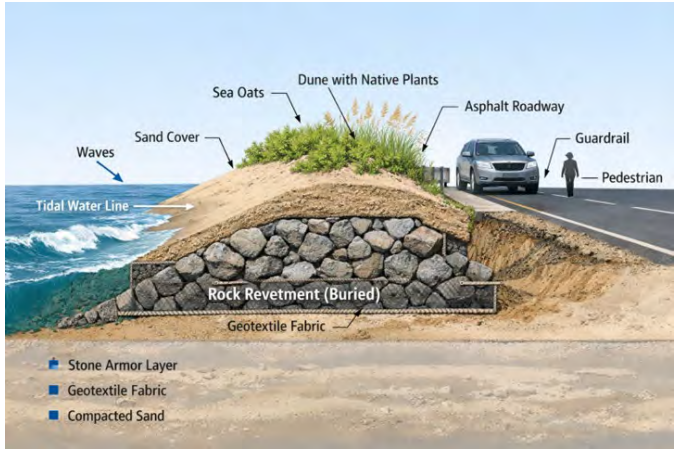
Conceptual Rendering

Project Approach

Dune
Restoration

Dune Restoration

- Toolbox of proven solutions to align with the Town's needs



Surfside Dune Restoration

The Bay: Resilient Shoreline

Storm
Treatment

Stormwater Treatment

- ✓ Functional & Aesthetic
- ✓ SFWMD New Requirements
- ✓ Low Impact Development

Baker Park

Material Selection

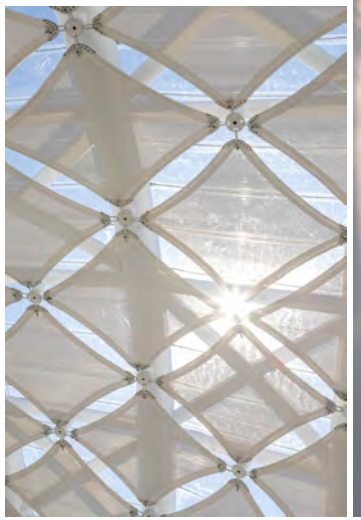
Material Selection

- ✓ Hard Features: Shade, playground, furniture
- ✓ Plant Species
- ✓ Creative Thinking for Easy Recovery

The Bay Park

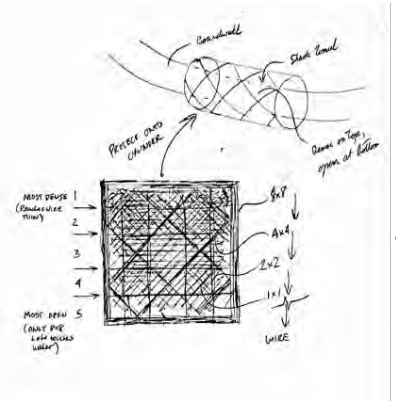
Material Selection – Shade

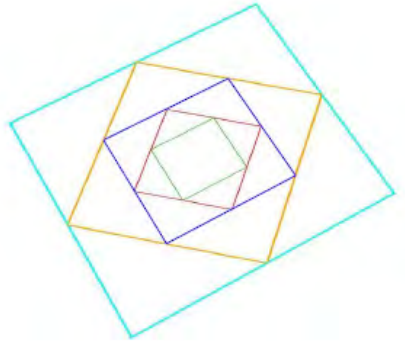
- ✓ Experience of structures
- ✓ Material selection
- ✓ Form (modern chickee huts)
- ✓ Dining spots

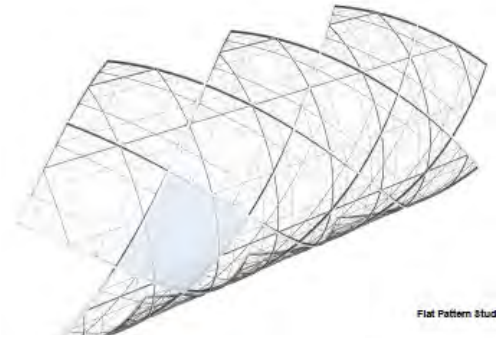


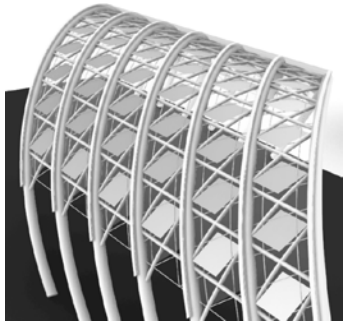
Siesta Beach Park **The Bay Park**

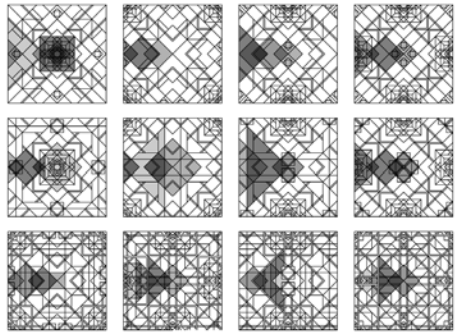
Shade Structures (Process)

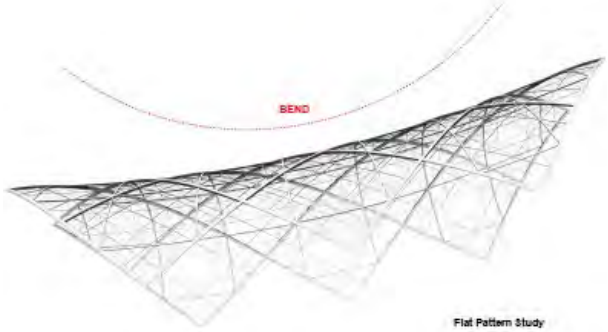






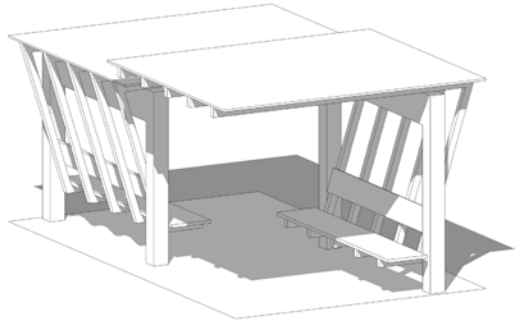


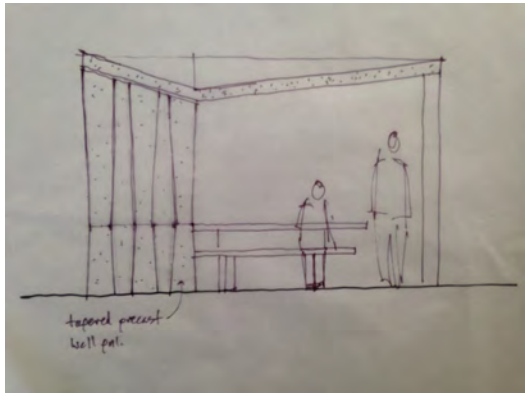


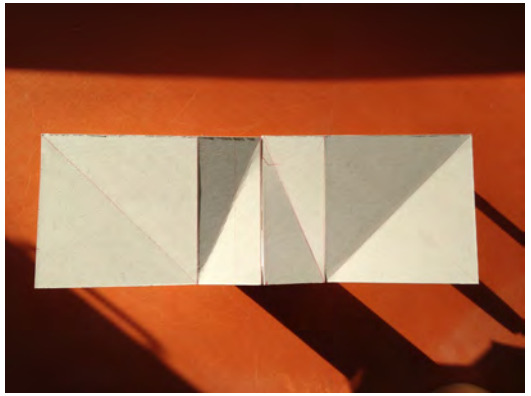


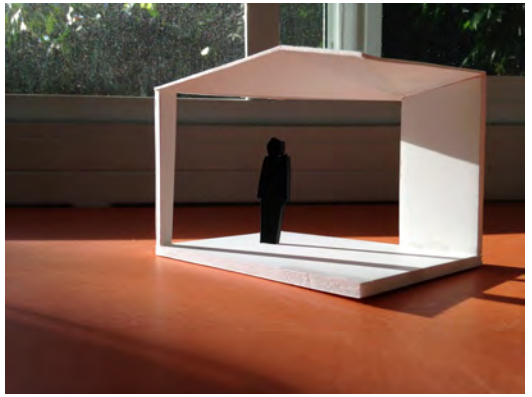
The Bay Park

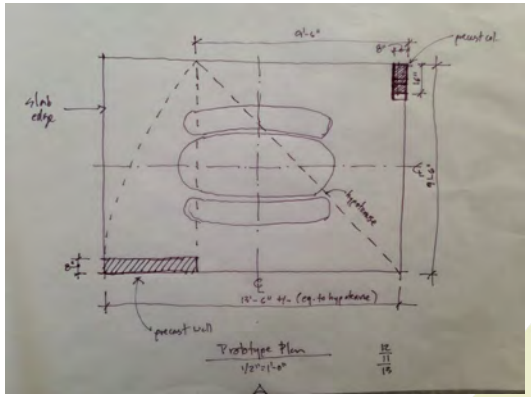
Shade Structures (Process)





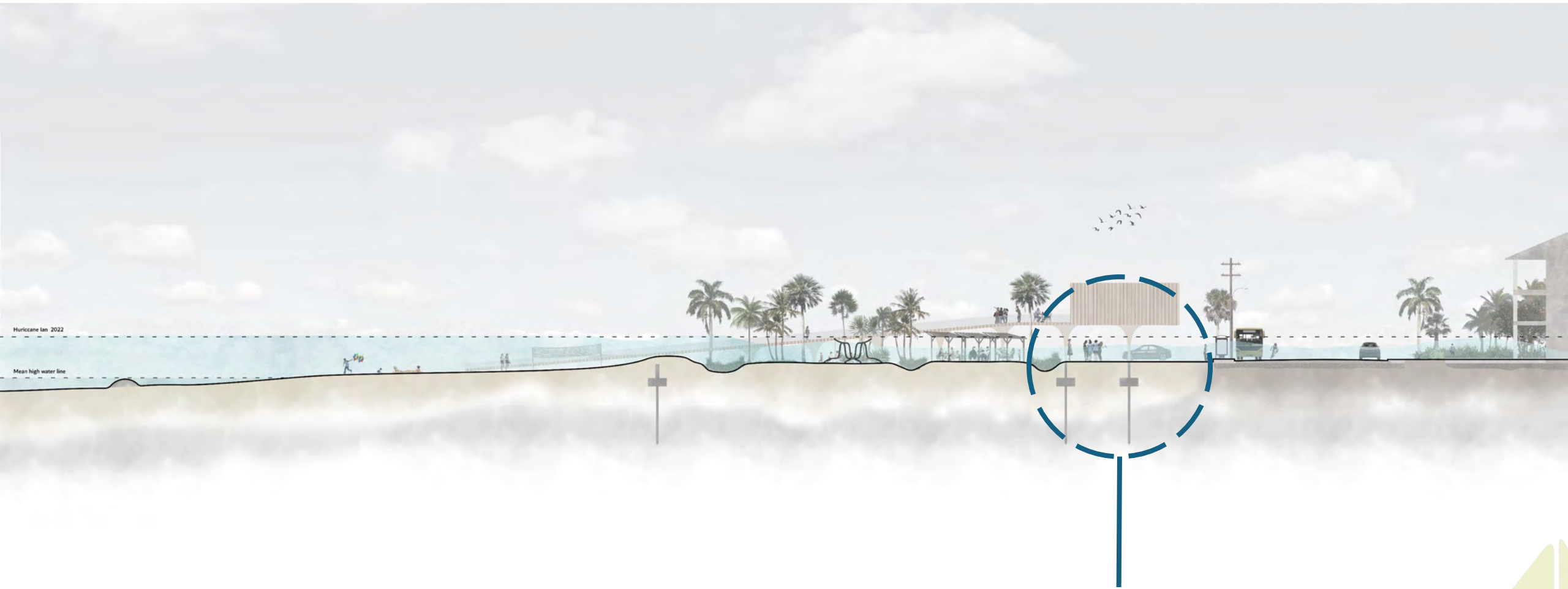






Siesta Beach Park

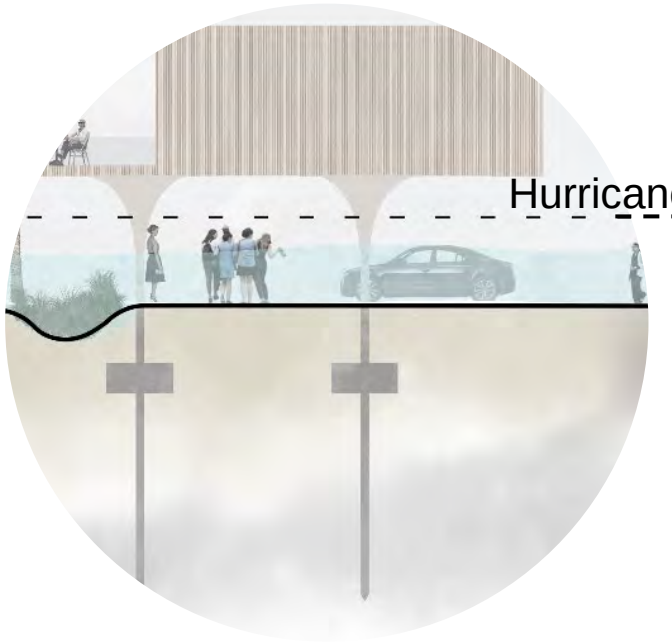
Project Approach

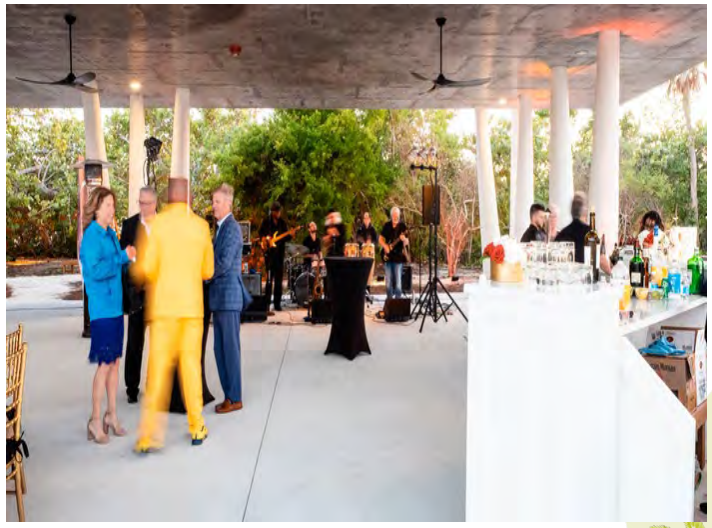


Elevated Structure

Elevated Structure

- ✓ Deep Pile Foundation & CCCL Compliant Structure
- ✓ Experience of Building
- ✓ Engaging View Shed to Water
- ✓ Opportunity for Event Space





Lover's Key

Elevated Structure - View Sheds

✓ Views and experiences from above and below

Lover's Key

Siesta Beach Park

Project Approach

ADA
Access

ADA Access

- ✓ Functional
- ✓ Experiential

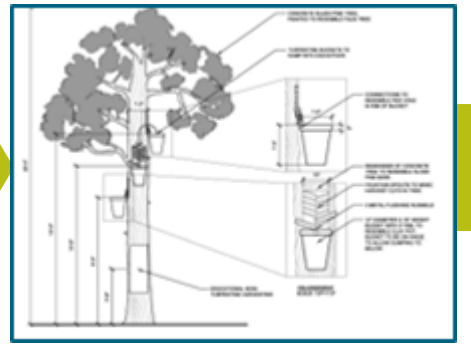
Siesta Beach Park

Lover's Key

Educational Features

Educational Features

- ✓ Keep the namesake of the Park
- ✓ Historical Homage
- ✓ Natural Systems Education



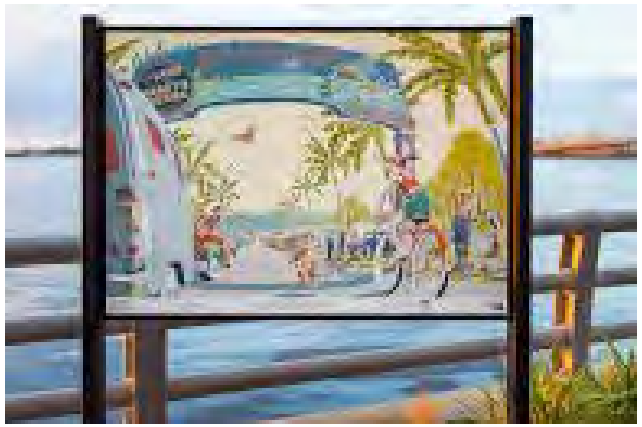
Hercules Park Splash Pad

Educational Features

- ✓ Art as Education
- ✓ Partner with Estero Island Historic Society

Bradenton Riverwalk

Siesta Beach Park



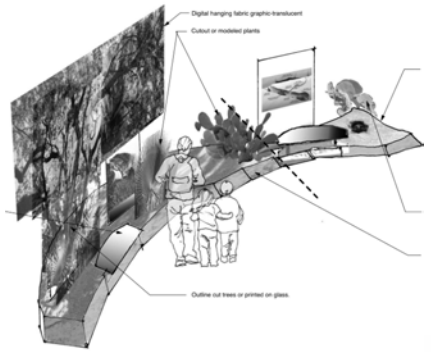
Bradenton Riverwalk

Credit: Realize Bradenton

Education
Exhibition

Education Exhibition

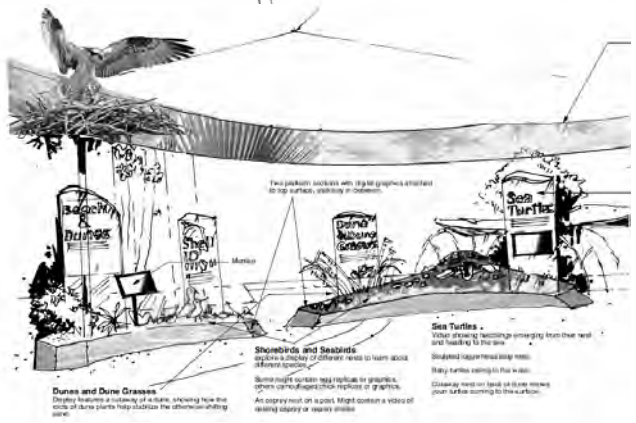
Exhibit Design Process



Manatee sculpture close to walkway, touchable.

Manatees in water represented by metal "ripples"

Sculpted mangroves.



Credit: Split Rock Studios

Other
Considerations

Other Considerations

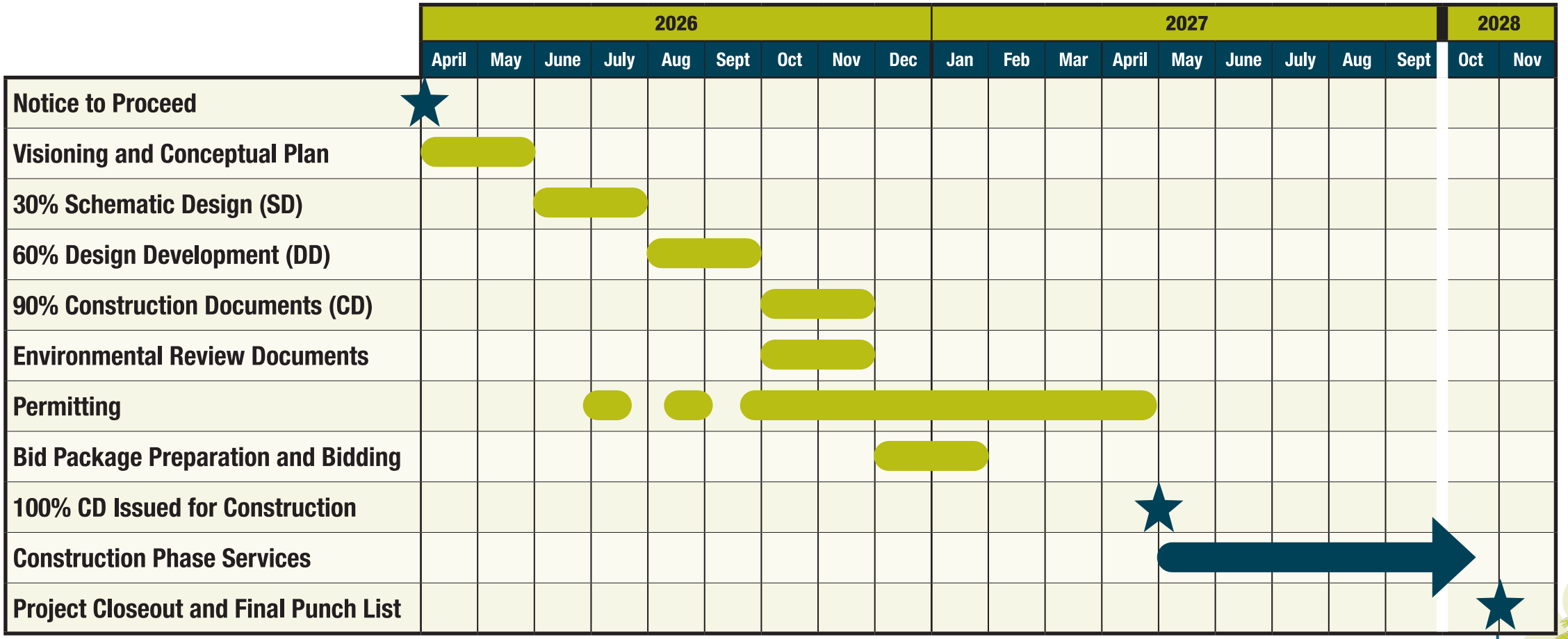
- ✓ Utilities
- ✓ Lighting
- ✓ Parking & Bicycle Parking / Amenity
- ✓ Bus Improvements

St. Petersburg Pier Approach

Project Approach

Permitting and Schedule

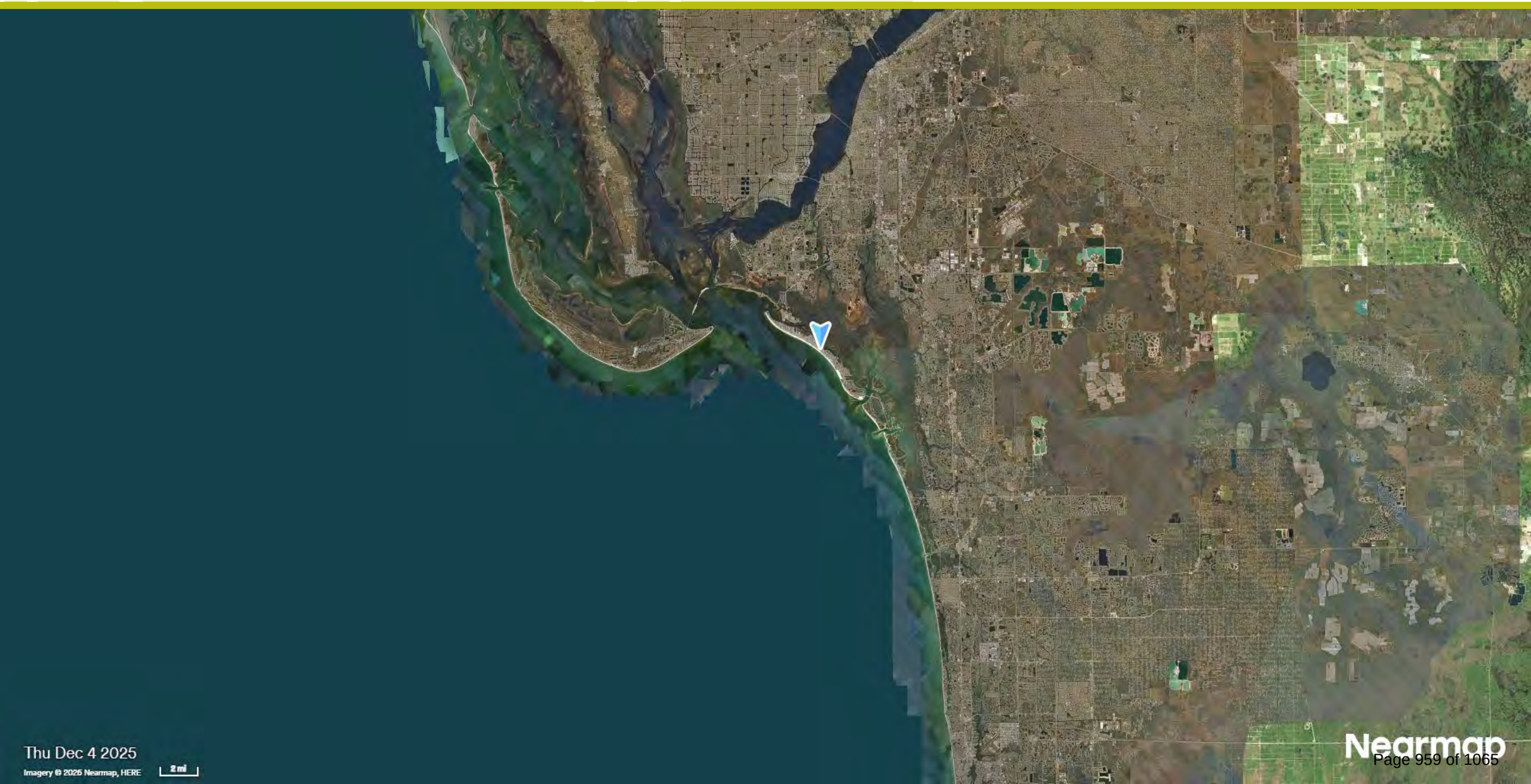
CDBG-DR Required Closeout:
December 30, 2028



The Kimley-Horn and Sweet Sparkman Difference

- **Local Presence + Depth of Resources**
- **In-House Grant Compliance**
- **Familiar Team, Proven Success**
- **Implementation Experts**
- **Innovative, Resilient Design**
- **We’re ahead of schedule!**

Open Discussion


Thu Dec 4 2025
Imagery © 2026 Nearmap, HERE
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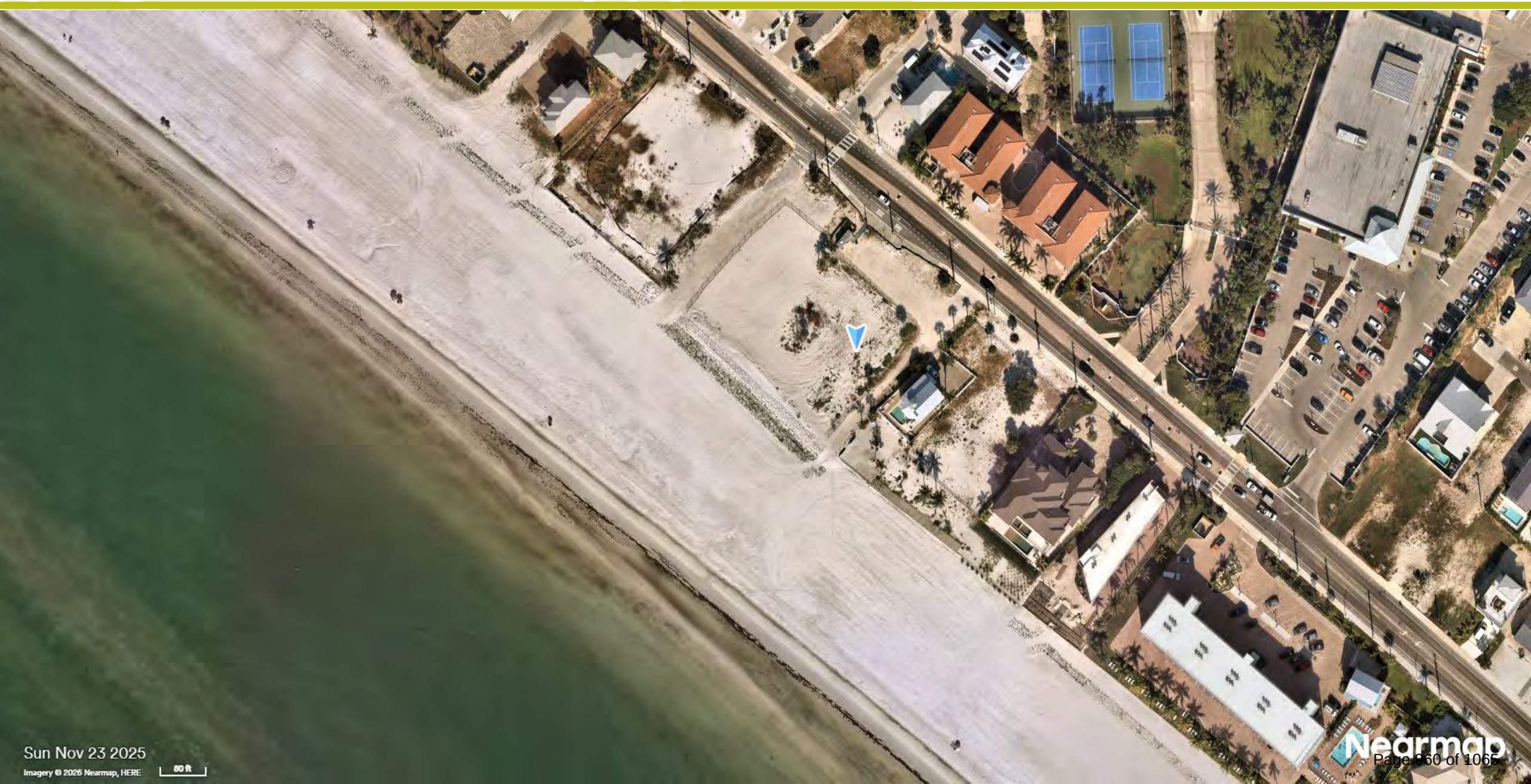
Sun Nov 23 2025
Imagery © 2026 Nearmap, HERE
60 ft
Nearmap

Hart's Landing - Option B								
2/11/2026								
			Unit Cost Range				Total Item Cost Range	
			Low Range		High Range		Low Range	High Range
Item	Quantity	Unit	Low Item	Unit Cost	High Item	Unit Cost	Item Total	Item Total
Phase 1 - Dock Restoration								
Fixed Dock	1,800	SF	Wood	$ 150.00	Precast Concrete	$ 225.00	$ 270,000.00	$ 405,000.00
Floating Dock	650	SF	Aluminum	$ 160.00	Concrete	$ 220.00	$ 104,000.00	$ 143,000.00
Shade Structure	1	EA	No Structure	$ -	Steel Shade Structure	$ 400,000.00	$ -	$ 400,000.00
Seawall	100	LF		$ 3,500.00		$ 3,500.00	$ 350,000.00	$ 350,000.00
Utility Services	1	ALW		$ 25,000.00	Electric and Water to Dock	$ 50,000.00	$ 25,000.00	$ 50,000.00
Site Work	1	ALW		$ 50,000.00		$ 75,000.00	$ 50,000.00	$ 75,000.00
Concrete Pavements	2,600	SF	Standard Finish	$ 12.00	Exposed Shell Aggregate	$ 16.00	$ 31,200.00	$ 41,600.00
Landscape Allowance	2,600	SF		$ 12.00		$ 16.00	$ 31,200.00	$ 41,600.00
Irrigation Allowance	2,600	SF		$ 4.00		$ 6.00	$ 10,400.00	$ 15,600.00
Furnishings Allowance	1	ALW		$ 10,000.00		$ 20,000.00	$ 10,000.00	$ 20,000.00
						Hard Costs Subtotal	**$ 881,800.00**	**$ 1,541,800.00**
						Design & Permitting (25%)	$ 220,450.00	$ 385,450.00
						General Conditions and Mobilization (15%)	$ 132,270.00	$ 231,270.00
						Overhead, Insurance, & Contractor Profit (15%)	$ 132,270.00	$ 231,270.00
						Escalation & Contingency (20%)	$ 176,360.00	$ 308,360.00
						Soft Costs Subtotal	**$ 661,350.00**	**$ 1,156,350.00**
						Phase 1 Total	**$ 1,543,150.00**	**$ 2,698,150.00**
Phase 2 - Restroom and Tackle Shop								
Building (on land)	1,100	SF	CMU Block Construction	$ 600.00	CIP Construction	$ 1,000.00	$ 660,000.00	$ 1,100,000.00
Utility Services	1	ALW	Extension to New Building	$ 50,000.00	Lift station, Transformer, Panel	$ 100,000.00	$ 50,000.00	$ 100,000.00
Site Work	1	ALW		$ 100,000.00		$ 175,000.00	$ 100,000.00	$ 175,000.00
Concrete Pavements	440	SF	Standard Finish	$ 12.00	Exposed Shell Aggregate	$ 16.00	$ 5,280.00	$ 7,040.00
Stairs	2	EA		$ 10,000.00		$ 10,000.00	$ 20,000.00	$ 20,000.00
Landscape Allowance	4,600	SF		$ 12.00		$ 16.00	$ 55,200.00	$ 73,600.00
Irrigation Allowance	4,600	SF		$ 4.00		$ 6.00	$ 18,400.00	$ 27,600.00
Asphalt	3,600	SF		$ 8.00		$ 8.00	$ 28,800.00	$ 28,800.00
Furnishings Allowance	1	ALW		$ 20,000.00		$ 30,000.00	$ 20,000.00	$ 30,000.00
						Hard Costs Subtotal	**$ 957,680.00**	**$ 1,562,040.00**
						Design & Permitting (25%)	$ 239,420.00	$ 390,510.00
						General Conditions and Mobilization (12%)	$ 114,921.60	$ 187,444.80
						Overhead, Insurance, & Contractor Profit (12%)	$ 114,921.60	$ 187,444.80
						Escalation & Contingency (30%)	$ 287,304.00	$ 468,612.00
						Soft Costs Subtotal	**$ 756,567.20**	**$ 1,234,011.60**
						Phase 2 Total	**$ 1,714,247.20**	**$ 2,796,051.60**

MINUTES
FORT MYERS BEACH
Selection Advisory Committee
RFQ-25-17-AD
Fort Myers Beach Engineering & Architectural Services Newton Park Beach Facility Reconstruction
Town Hall
6231 Estero Blvd.
Fort Myers Beach, FL 33931
Wednesday, February 11, 2026

I. CALL TO ORDER

The meeting was called to order by Deputy Clerk Jason Freeman.

Members present: Community Services Director Jeff Hauge
Deputy Town Manager Traci Kohler
Community Development Director Frankie Kropacek

II. INTERVIEWS

Deputy Clerk Freeman explained that the scope of the Request for Qualifications (RFQ) was to seek qualifications from professional landscape architecture and design firms to provide comprehensive design permitting and construction phase engineering and inspection, CEI services for the Parks and Recreation Revitalization Project. The project is funded in part through Community Development Block Grant Disaster Recovery(CDBG-DR), aims to restore, improve, and modernize public recreation facilities that were severely impacted by Hurricane Ian and the firm selected will provide professional services for the redevelopment of the Newton Beach Park Facility. He noted that in the previous selection committee meeting, the committee narrowed down three firms to provide interviews.

a. Chen Moore & Associates – 1:00 PM

Representatives from Chen Moore & Associates delivered a presentation outlining the firm's background, core design team, experience of past CDBG-DR and federal funded projects, grant compliance overview, potential park schedule, past ASLA award-winning projects, Newton Park timeline highlights, resiliency approach, potential resiliency strategies for public bathroom, form and shape matters in coastal resilience, and the public participation process.

Questions were raised and briefly discussed concerning mitigation strategies, potential materials, conceptual plans, and VE zone work experience.

The meeting recessed at 1:48 p.m. and reconvened at 1:51 p.m.

b. JR Evans Engineering, P.A. – 1:45 PM

Deputy Clerk Freeman opened the meeting and provided a brief explanation of the RFQ and the meeting's purpose, followed by introductions from the committee members.

Representatives from JR Evans Engineering P.A. delivered a presentation outlining the firm's understanding of the Town's goals, firm's location, project team, local knowledge, integrated multidisciplinary expertise, relevant project experience, overall project approach, architectural design approach, landscape architectural design, environmental sustainability, coastal risk mitigation, resilient design opportunities, managing risk, permitting strategy, risk reduction, potential challenges, design schedule, critical path activities, key milestones, parallel tasking & staffing strategy, schedule adherence, and stakeholder coordination and engagement.

Questions were raised and briefly discussed concerning the wave mitigation wall design, R2P2 report and VE zone work experience.

MOTION: Selection Committee Member Kropacek moved to recess the meeting until 2:30 p.m., seconded by Selection Committee Member Hauge.
VOTE: The motion passed unanimously.

The meeting reconvened at 2:36 p.m.

c. Kimley-Horn and Associates, Inc. – 2:30 PM

Deputy Clerk Freeman opened the meeting and provided a brief explanation of the RFQ and the meeting's purpose, followed by introductions from the committee members.

Representatives from Kimley-Horn and Associates, Inc. delivered a presentation outlining the firm's local presence, depth of resources, coastal experience, proven success in Southwest Florida, vulnerable assessment, adaptation plan, public engagement, 3D capabilities, experience with CDBG-DR and federal procurement, grant tracking, project approach, wave attenuation, dune restoration, stormwater treatment, material selection, shade structures, ADA Access, educational features, permitting, and schedule,.

Questions were raised and briefly discussed concerning mitigation, conceptual plans, and VE zone work experience.

MOTION: Selection Committee Member Kropacek moved to recess the meeting until 3:30 p.m., seconded by Selection Committee Member Kohler.
VOTE: The motion passed unanimously.

The meeting reconvened at 3:30 p.m.

III. REVIEW AND DISCUSSION OF PROPOSALS/ QUALIFICATIONS

Deputy Clerk Freeman opened the meeting and provided a brief explanation of the RFQ and the meeting's purpose, followed by introductions from the committee members.

Selection Committee Member Kohler thanked all three firms for their presentation and expressed appreciation for the emphasis on historical and educational components, creative resiliency, environmental integration and visual renderings presented. She noted the importance of CDBG-DR grant compliance experience, work in high-velocity flood zones, and location experience on Fort Myers Beach. She stated that current consideration was focused on JR Evans Engineering and Kimley-Horn, citing their respective floodplain expertise, technical capabilities, and familiarity with the Town's priority initiative, and expressed interest in hearing additional input from fellow committee members.

Selection Committee Member Hauge stated that all the firms who presented demonstrated sufficient expertise to complete the project and the decision ultimately comes down to which firm is the best fit for the Town. He noted that both JR Evans Engineering and Kimley-Horn have proven local experience, with tangible projects in the area that can be directly observed, while also acknowledging that all three firms demonstrated experience with CDBG-DR funding and grant support. He concluded that they were currently weighing their decision between JR Evans Engineering and Kimley-Horn.

Selection Committee Member Kropacek stated that experience and overall project approach were the most important factors, particularly given the challenge of redeveloping a small site while ensuring long-term resiliency against future storm events. He indicated he aligned with the other members in focusing on the two local firms due to their established presence in the community.

Deputy Clerk Freeman reminded the committee that, in determining whether a firm is qualified, the Selection Advisory Committee must evaluate the factors outlined in the RFQ, including professional personnel qualifications, past performance, ability to meet time and budget requirements, noting that compensation is not considered at this stage pursuant to CCNA requirements. He further explained that, following evaluation, the committee is required under the Town's procurement ordinance to formulate a recommendation consisting of a ranked list of no fewer than three firms deemed most responsive and qualified, which will be forwarded to the Town Manager and subsequently to the Town Council at a regularly scheduled meeting.

MOTION: Selection Committee Member Hauge moved to rank the firms as follows: 1. JR Evans Engineering, P.A., 2. Kimley-Horn and Associates, Inc., and 3. Chen Moore & Associates, and to forward the ranked list of recommendations to the Town Manager for review and subsequently to the Town Council, seconded by Selection Committee Member Kropacek.

VOTE: The motion passed unanimously.

IV. ADJOURNMENT

The meeting was adjourned at 3:45 p.m.

Adopted _____with/without changes. Motion by _____
(DATE)

Vote: _____ Signature: _____

DRAFT

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-338**

1. **Request:**

Meeting Date: March 2, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING AND APPROVING THE TOWN MANAGER'S EMERGENCY CONTRACT WITH ICS MATERIALS, INC. RETROACTIVE TO DECEMBER 1, 2025 TO COMPLETE CONSTRUCTION OF A PARKING AREA WITH A PERMITER RETAINING WALL AT 2525 ESTERO BOULEVARD IN THE AMOUNT OF $138,053.13; PROVIDING FOR CONFLICT, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Ratification of an emergency purchase is required by the Town's purchasing ordinance.

What the action accomplishes:

The action ratifies the contract for the construction of a parking lot on Town owned property located at 2525 Estero Blvd.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Jeff Hauge, Community Services Director

5. **Background:**

Following the Town's ongoing recovery efforts, a substantial amount of material was generated through various reconstruction and infrastructure projects. To reduce expenses and improve operational efficiency, the Town elected to keep this material on the island rather than haul it offsite. This choice resulted in meaningful cost savings and supported a streamlined workflow for crews working throughout the community.

As work progressed, the volume of dirt delivered to the temporary staging area at 2525 Estero Blvd exceeded initial projections. The growing stockpile created several operational and safety concerns. Excess runoff from the mounds posed a risk of clogging nearby stormwater drains, which could lead to localized flooding and require costly cleaning and restoration of the stormwater system. In addition, the height and accessibility of the dirt piles created liability issues, as members of the public could easily access the material, increasing the potential for injuries and related legal claims.

Town staff evaluated multiple options for addressing these concerns. Initially, the proposed solution—to repurpose the material and construct a parking lot—was well within the Town Manager's purchasing authority, and staff obtained three competitive quotes in accordance with procurement requirements. This approach provided a cost-effective way to eliminate the risks posed by the dirt piles while creating needed parking for residents, visitors, and the local workforce.

However, as the design evolved, it became clear that a retaining wall would be required to stabilize the site, enhance safety, and properly manage stormwater runoff. The addition of this structural component increased the overall project scope and cost beyond the Town Manager's purchasing authority. Accordingly, Town Council approval is now required to move forward with construction of the parking lot and the associated retaining wall due to unanticipated conditions, allowing for the waiving of the competitive bid requirements in the Town's procurement code.

Attachments:

1. 26-056, Ratification of Emergency Contract, ICS Materials-2525 Estero Parking Area
2. Exhibit A to Res. 26-056 ICS Materials Agreement for Parking Area
3. Emergency Justification - Parking Lot & Retaining Wall
4. Background Information for Parking Area quotes
5. Background Information for Retaining Wall quotes
6. Sec. 2-480 Small Purchases
7. Sec. 2-480 Emergency Purchases

Financial Impact:

$138,053.13 through Road Impact Fees

6. **Alternative Action**

7. **Management Recommendations:**

Management recommends ratification of the contract.

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 2/24/2026
nancy stuparich, Town Attorney	Approved - 2/25/2026
Amy Baker, Town Clerk	Approved - 2/25/2026
William McKannay, Town Manager	Final Approval - 2/25/2026

RESOLUTION NUMBER 26-056

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING AND APPROVING THE TOWN MANAGER'S EMERGENCY CONTRACT WITH ICS MATERIALS, INC. RETROACTIVE TO DECEMBER 1, 2025 TO COMPLETE CONSTRUCTION OF A PARKING AREA WITH A PERMITER RETAINING WALL AT 2525 ESTERO BOULEVARD IN THE AMOUNT OF $138,053.13; PROVIDING FOR CONFLICT, SEVERABILITY, 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 resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach wished to construct a parking lot with existing stockpiles of aggregates to provide additional parking close to the downtown area, to stabilize the property, and mitigate the spread of materials onto public the public roadways, and out of the stormwater systems; and

WHEREAS, the Town of Fort Myers Beach began construction of a parking area at 2525 Estero Blvd, with existing stockpiles of aggregates to provide additional parking close to the downtown area at a cost of $72,466.54 by Purchase Order Number CPO-FY26-0121 with ICS Materials, Inc.; and

WHEREAS, prior to completion of the parking area circumstances it was discovered that a retaining wall would be needed to mitigate the spread of materials onto public roadways and into the stormwater system creating the need for an emergency purchase of a retaining wall around the perimeter of the parking area; and

WHEREAS, the Town staff obtained 3 quotes for construction of a retaining wall and ICS Materials, Inc. was the lowest bidder for the emergency work in the amount of $65,586.59; and

WHEREAS, because the total amount of completion of the parking area with the addition of the retaining wall now exceeds the Town Manager's purchasing authority for a small purchase, a contract with ICS Materials, Inc. is presented to the Town Council for approval of the total cost of the parking area with retaining wall in the amount of $138,053.13; and

WHEREAS, it is in the best interest of the Town to ratify and authorize the emergency contract with ICS Materials, Inc. to complete a parking area with a perimeter retaining wall to

eliminate any threat to the public health, welfare or safety, recognizing that 3 quotes for the construction of the parking areas were obtained and ICS Materials, Inc. was the lowest bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE Town of Fort Myers Beach, as follows:

Section 1. That 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. That Independent Contractor Agreement attached as Exhibit A is ratified and approved as an emergency agreement with a retroactive effective date of December 1, 2025 as signed by the Town Manager.

Section 3. That the 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 Link, Council Member	___
John McLean, 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 _____.

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 1st day of December 2025, by and between the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation (hereinafter the "TOWN") and **ICS MATERIALS, INC.**, a Florida Corporation (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; 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: Parking Area with Retaining Wall at 2525 Estero Boulevard

   b. Procurement Method: Per Ordinance 24-11, Sec. 2-480 (b) and (d)

   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 one (1) year beginning on December 1, 2025 and ending on November 30, 2026. No renewals are available.

☐ 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:	Jeff Hauge	Name:	ICS Materials, Inc.
Title:	Community Services Director	Title:	President
Phone:	239-765-0202	Phone:	Jason Clark
Email:	jhauge@fmbgov.com	Email:	Jason@floridacontractors.us

g. Notice Addresses:

TOWN: Fort Myers Beach Town Council, Attn: Town Manager, 6231 Estero Boulevard, Fort Myers Beach, Florida 33931

CONTRACTOR: ICS Materials, Inc., 16301 Palm Beach Blvd. #3, Alva, FL 33920

h. Exhibits: The Parties shall comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated herein by reference:

☒	Exhibit "A1"	PO # CPO-FY26-0121 (Parking Area)
☒	Exhibit "A2"	Retaining Wall
☐	Exhibit "B"	
☒	Exhibit "C"	Work Schedule

☐	Exhibit "D"	Supplemental Task Authorization Form
☒	Exhibit "E"	Florida Statutory Requirements
☐	Exhibit "F"	Attachment 8: Federal Regulations and Terms (Federal)
☐	Exhibit "G"	Additional Terms for State-Funded Agreements (insert state entity)
☐	Exhibit "H"	Plans/Specifications/Shop Drawings
☐	Exhibit "I"	Other (Specify):
☐	Exhibit "J"	Other (Specify):
☐	Exhibit "K"	Other (Specify):
☐	Exhibit "L"	Other (Specify):

i. Additional Provisions: N/A

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: I.C.S. Materials, Inc.

by _____
Jason Clark, as its President and authorized agent

Date: March 2, 2026

CONTRACTOR'S WITNESS:

Deborah Hite

Printed Name: Deborah Hite

Date: _____

TOWN OF FORT MYERS BEACH, a Florida municipal corporation

_____
William McKannay, Town Manager

ATTEST:

(Seal)

_____
Amy Baker, Town Clerk

Date signed by TOWN: _____

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT "A1"
SCOPE OF WORK
Grading

16301 PALM BEACH BLVD #3, ALVA, FL 33920

DATE: NOVEMBER 18, 2025

TO: Town of Fort Myers Beach

ATTEN: JEFF HAUGE

PROPOSAL

	START DATE	PAYMENT TERMS	DUE DATE
Construct parking area	TBD	TBD	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Construct parking area utilizing existing stockpiles which can later be removed for road repairs, leaving parking intact.		
7,834.22	Knock down existing stockpiles and use as base material for beach parking.	$5.75/sy	$45,046.77
7,834.22	Grade parking area for positive drainage and construct 1 entrance and 1 exit out of existing stockpile.	3.50/sy	$27,419.77
	(Pricing includes sill fence and survey.)		
	TOTAL FOR CONSTRUCTING PARING AREA		**$ 72,466.54**
			$ 72,466.54

Operating Emergency

Town of Fort Myers Beach

Purchase Requisition

Requested By:	Deb H.
Department:	Public Works

PO No:	
Request Date:	11-21-25

Vendor Name:	DCS
Vendor Address:	
Vendor Phone:	
Vendor ID (if known):	

Include as much detail as possible to explain why this purchase is needed.

Item Number	Description	Qty	Price	Extended Price
				-
				-
				-
				-
			Total:	$72,416.54

Detailed Description: Construct parking area @ 2525 Estero
Knocking down existing stockpiles - grade parking area

Account Coding: 11.31.541.53401.000

Payment Type: Invoice Store Account Pcard Suntrust
(circle one)

Director's Signature: _____ Date: 11-21-25

Required Documents:

	Form Included
$5000-$10,000 - 3 verbal quotes	
$10,000-75,0000 - 3 written quotes	
$75,000-over - Sealed competitive bid**	
**$35,000-over for FEMA Reimburseable Purchases	
If contract has been awarded, attach contract	
If STA has been approved, attach STA	
Sole source	

CPO-FY26-0121

Invoices and packing slips must be provided to Finance upon receipt of goods/services.

Please send invoices to Invoices@fmbgov.com

Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

EXHIBIT "A2"

ADDITIONAL SCOPE OF WORK
Retaining Wall

16301 PALM BEACH BLVD #3, ALVA, FL 33920

DATE: JANUARY 26, 2026

TO: Town of Fort Myers Beach
Atten: Jeff Hauge

PROPOSAL

	START DATE	PAYMENT TERMS	DUE DATE
PARKING LOT RETAINING WALLS	*TBD*	TBD	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
979	LF 3.5' X 8" RETAINING WALL	46.68	45,702.53
96	LF 4.5' X 8" RETAINING WALL	72.03	6,914.88
329	LF 5' ADA SIDEWALK	39.42	12,969.18
			$65,586.59

EXHIBIT "C"
WORK SCHEDULE

Work shall commence for retaining wall upon Notice to Proceed and all work shall be completed by November 30, 2026.

Liquidated Damages (Check if applicable)

____ None

___ __ Other

__X___ $250 per day

The Town may suffer damages if CONTRACTOR fails to accomplish and complete the required services in accordance with such deadlines. Therefore, for each consecutive calendar day of delay beyond the agreed completion date identified in the Notice to Proceed (as may be adjusted by approved Change Order), the CONTRACTOR shall be liable to the Town for liquidated damages in the amount of **$250** per calendar day.

CONTRACTOR shall not be liable for delays that are beyond its reasonable control, provided that CONTRACTOR submits a timely written request for an extension, supported by documentation, in accordance with the procedures for contract modifications set forth in this Agreement.

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: I.C.S. Materials, Inc.

by _____
Jason Clark, as its President and authorized agent

Date: March 3, 2026

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of February 2026, by Jason Clark as President of ICS Materials, Inc., a Florida Corporation on behalf of ICS Materials, Inc., and he/she is ☒ personally known to me or has produced _____ as identification.

_____
Signature of Notary Public - State of Florida

AMY J. BAKER
MY COMMISSION # HH 241709
EXPIRES: June 12, 2026

Amy Baker
Printed/Typed/Stamped Name of Notary
My commission expires:

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

REQUESTER NAME: Jeff Hauge DATE: _____

DEPT/INSTITUTION: Public Works PHONE: 239-788-7766

AGENCY/OFFICE: _____ REQUISITION #: _____

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

To support the development of the new Bay Oaks Park, we needed to relocate excess dirt from the construction site. The Town selected the Old Town Hall property at **2525 Estero Blvd** as the relocation site.

For public safety reasons—and to prevent potential runoff into nearby neighborhoods and stormwater drains, the Town had to level the dirt piles. After doing so, we determined that the best use of the graded area was to convert it into a temporary parking lot. This new lot will provide additional parking for residents, visitors, and members of the local workforce on Fort Myers Beach.

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

Excess runoff will clog the stormwater drains, making the area susceptible to flooding and additional environmental impacts. Once sediment enters the system, the Town will incur significant costs to clean out and restore the storm drains. The large mounds of dirt also create liability concerns, as they are easily accessible to the general public, putting the Town at risk for potential injuries and lawsuits.

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

The Town saved money by keeping the material on the island rather than hauling it offsite. However, we did not anticipate the total volume of dirt or the size of the stockpile staged at 2525 Estero Blvd. After careful consideration, the Town determined that the most practical and cost-effective use of the material is to convert the area into a parking lot that will serve residents, visitors, and the local workforce.

Signature of Head of Dept. — Date: 2-24-26

Signature of Administrative Services/Finance Director: Joe Onisick — Date: 2-24-2026

Signature of Town Manager — Date: 2-24-2026

Any emergency purchase in excess of $25,000 must be approved by the Town Council as soon as practicable after the purchase.

Background

2525 Estero Blvd (Old Town Hall Site) Parking Lot

Following the Town's ongoing recovery efforts, a substantial amount of material was generated through various reconstruction and infrastructure projects. To reduce expenses and improve operational efficiency, the Town elected to keep this material on the island rather than haul it offsite. This choice resulted in meaningful cost savings and supported a streamlined workflow for crews working throughout the community.

As work progressed, the volume of dirt delivered to the temporary staging area at 2525 Estero Blvd exceeded initial projections. The growing stockpile created several operational and safety concerns. Excess runoff from the mounds posed a risk of clogging nearby stormwater drains, which could lead to localized flooding and require costly cleaning and restoration of the stormwater system. In addition, the height and accessibility of the dirt piles created liability issues, as members of the public could easily access the material, increasing the potential for injuries and related legal claims.

Town staff evaluated multiple options for addressing these concerns. Initially, the proposed solution—to repurpose the material and construct a parking lot—was well within the Town Manager's purchasing authority, and staff obtained three competitive quotes in accordance with procurement requirements. This approach provided a cost-effective way to eliminate the risks posed by the dirt piles while creating needed parking for residents, visitors, and the local workforce.

However, as the design evolved, it became clear that a retaining wall would be required to stabilize the site, enhance safety, and properly manage stormwater runoff. The addition of this structural component increased the overall project scope and cost beyond the Town Manager's purchasing authority. Accordingly, Town Council approval is now required to move forward with construction of the parking lot and the associated retaining wall.

16301 PALM BEACH BLVD #3, ALVA, FL 33920

DATE: NOVEMBER 18, 2025

TO: Town of Fort Myers Beach

ATTEN: JEFF HAUGE

PROPOSAL

	START DATE	PAYMENT TERMS	DUE DATE
Construct parking area	*TBD*	TBD	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Construct parking area utilizing existing stockpiles which can later be removed for road repairs, leaving parking intact.		
7,834.22	Knock down existing stockpiles and use as base material for beach parking.	$5.75/sy	$45,046.77
7,834.22	Grade parking area for positive drainage and construct 1 entrance and 1 exit out of existing stockpile.	3.50/sy	$27,419.77
	(Pricing includes silt fence and survey.)		
	TOTAL FOR CONSTRUCTING PARING AREA		**$ 72,466.54**
			$ 72,466.54

PERSONS
SERVICES CORP.
CONSTRUCTION GROUP
www.personservices.com

1835 S Perimeter Rd STE 175, Ft Lauderdale, FL 33309
954-616-5106

ITEM		AMOUNT
1	Bonds/Insurance	$ 1,582.03
2	General Conditions/OH&P	$ 42,585.14
3	Mobilization	$ 5,000.00
4	Sitework/Civil	$ 74,602.54
5	Concrete	EXCLUDED
6	Masonry	EXCLUDED
7	Structural Steel/Metals	EXCLUDED
8	Carpentry	EXCLUDED
9	Thermal & Moisture Protection	EXCLUDED
10	Doors & Glass	EXCLUDED
11	Framing/Sheetrock	EXCLUDED
12	Flooring	EXCLUDED
13	Painting	EXCLUDED
14	Specialties/Canopies	EXCLUDED
15	Dock Equipment/Furnishings	EXCLUDED
16	PEMB	EXCLUDED
17	Elevator	EXCLUDED
18	Plumbing	EXCLUDED
19	HVAC	EXCLUDED
20	Electrical	EXCLUDED
21	Door Hardware Allowance	EXCLUDED
22	Owner Sign Allowance	EXCLUDED
23	Landscaping Allowance	EXCLUDED
24	Warehouse Push Wall Allowance	EXCLUDED
25	Wastewater Pump Allowance	EXCLUDED
26	Fire Sprinkler Allowance	EXCLUDED
27	Building Security Allowance	EXCLUDED
	TOTAL	$ 123,769.71

Scope of work includes the following ONLY:
Knockdown existing stockpiles and use that as base material for the new beach parking area (7,800S
Grade 7,800SY of stockpile material for positive drainage including (1) entrance and exit
Sitl fence install and a final survey with 4 elevation points
GL/Workmens Compensation Insurance

Any other scope or work is excluded

ESTIMATE

ET Concrete LLC
4125 13th Ave SW
Naples, FL 34116-5219

etconcretellc@gmail.com
+1 (239) 293-0561

Bill to
fort myers beach

Ship to
fort myers beach

Estimate details
Estimate no.: 1363-
Estimate date: 11/21/2025

#	Product or service	Description	Qty	Rate	Amount
1.	26 Landscaping & Paving	Grade parking area for positive drainage and construct entrance and exit out of exsisting stockpile price includes silt fence and survey	1	$118,000.00	$118,000.00

Total **$118,000.00**

Accepted date

Accepted by

16301 PALM BEACH BLVD #3, ALVA, FL 33920

DATE: JANUARY 26, 2026

TO: Town of Fort Myers Beach

Atten: Jeff Hauge

PROPOSAL

	START DATE	PAYMENT TERMS	DUE DATE
PARKING LOT RETAINING WALLS	*TBD*	TBD	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
979	LF 3.5' X 8" RETAINING WALL	46.68	45,702.53
96	LF 4.5' X 8" RETAINING WALL	72.03	6,914.88
329	LF 5' ADA SIDEWALK	39.42	12,969.18
			$65,586.59

ESTIMATE

ET Concrete LLC
4125 13th Ave SW
Naples, FL 34116-5219

etconcretellc@gmail.com
+1 (239) 293-0561

Bill to
town of fort myers beach
town of fort myers beach

Ship to
town of fort myers beach
town of fort myers beach

Estimate details
Estimate no.: 1393-
Estimate date: 01/29/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**04 Concrete**	Concrete wall 8 inches wide 3.5 foot tall x 1000 ft long with 3 #5 horizontal and #5 verts at 16 inch centers	1	$80,000.00	$80,000.00

Total **$80,000.00**

Accepted date **Accepted by**

CMS Concrete

7050 Bucks Lane
Ft. Myers, FL 33912
Phone: 239-276-9800
rconcl@cmsconcrete-us.com
bfrench@cmsconcrete-us.com

PROPOSAL

Project:
Niswonger Residence

Location:
7964 Estero Blvd
Ft Myers Beach, FL

22-Jan-2026
Quote #300126

QUANTITY	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL
1,000	LF		3'5' tall x 8" wide wall: (3) #5 rebar continuous with (1) # 5 vertical at 16" o.c.	$78.00	$78,000.00
			Total Price		**$78,000.00**

General Notes and Conditions:
1. Only items shown on proposal are included and final billing requires field measurement.
2. All billed amounts are due within 45 days from invoice or interest charges will apply. APR 18% or 1.5%/month
3. Includes excavation and compaction.

Exclusions:
- Not responsible for engineering, layout, sub-grading, locates, traffic control (MOT)
- Conduit less than 18" below finish grade in location of work to be completed (including, but not limited to: irrigation, electrical, plumbing pipes, etc.)
- Cleanup of excess material (including, but not limited to: base-rock, dirt, asphalt, etc.), sealer (concrete or joint), joints other than saw-cut or bituminous fiber or surface treatments per FDOT spec.

To accept this quotation, sign here and return:_____

Private & Confidential

(b) *Small* purchases.

(1) *Applicability.* Any purchase of $75,000.00 or less may be made in accordance with the small purchase procedures authorized in this section. Contract requirements may not be artificially divided so as to constitute a small purchase under this section. Any purchase in excess of $75,000.00 must be approved by town council. All small purchases shall be accompanied by a quote sheet (see Exhibit B).

(2) Purchases *over $10,000.00 and not greater than $75,000.00.* For smaller purchases of $10,000.00 and over, no less than three written quotations must be obtained, if available (e.g., not a sole source situation). The award will be made by the department director and town manager, with review by the finance department director, to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, must be recorded and maintained in the town's records. For items purchased on an ongoing basis, contracts may not be for a term in excess of two years without obtaining new quotations to determine if the price is still the lowest.

(3) Purchases *over $5.000.00 and not greater than $10,000.00.* For purchases greater than $5,000.00 but less than $10,000.00, a minimum of three verbal, telephone, facsimile or electronic quotations may be obtained, if available. The award may be made by the department director, with review by the finance department director, to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained in the town's records.

(4) Purchases *for $5,000.00 and under.* For purchases of $5,000.00 and under, one verbal quotation is required, provided the quotation is fair and reasonable as determined by the department director and documented on the quote sheet.

(5) *Tie bids.* In the event two or more bids are equal with respect to price, quality and service, preference will be given in the following order:

a. The bidder who has its principal place of business in the Town of Fort Myers Beach, Florida.

b. The bidder who has its principal place of business in Lee County, Florida

c. The bidder who has its principal place of business in the State of Florida.

(d) Emergency purchases.

(1) *Basis for* emergency purchase. Notwithstanding any other provisions of this division, the town manager or designee may make, or authorize others to make, emergency purchases of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances. The director of the affected department will notify the town manager, who will certify the threat to public health, welfare or safety in writing and authorize the purchase of the needed items(s). The director will send a purchase order request to the finance department, together with a written explanation of the basis for the emergency purchase (see Exhibit D). The town manager or designee must approve all emergency requisitions.

(2) *Town council approval.* The town manager will submit any emergency purchase in excess of $75,000.00 to the town attorney for review and submit the contract to the town council for approval, as soon as practicable after the purchase.

(e) Purchases *from other governmental entities.*

(1) *Basis for* purchase. Purchases of goods from the federal government, any state or political subdivision thereof, or any municipality are exempt from the competitive bid requirements of this division. There must be proof of proper procedural documentation to support the other governmental agencies purchasing policy provides for competitive bidding similar to the town's competitive bid process and in cases of piggybacking contracts, certification that the other governmental entity's contract allows for this conduct (see Exhibit E).

(2) *Town council approval.* The town manager will submit any individual purchases in an amount in excess of $75,000.00 to the town attorney for review and submit the contract to the town council for approval.

(f) Purchases *of goods from contracts awarded by other governmental entities by competitive bid (aka: "piggybacking").*

(1) *Basis for* purchase. The purchase of goods under a contract awarded by another governmental entity is authorized provided the town manager or designee makes a written determination that time and expense factors make it financially advantageous for the town to do so. In making this determination, the town manager or designee will consider the number of bids so solicited by the other governmental entity. There must be proof of proper procedural documentation to support the other governmental agencies purchasing policy and, in cases of piggybacking contracts, certification that the other governmental entity's contract allows for this conduct (see Exhibit E).

(2) *Town council approval.* The town manager will submit any contract(s) awarded by the town based upon another governmental entity's procurement process in an amount in excess of $75,000.00 to the town attorney for review and submit the contract to the town council for approval.

(g) *Cooperative* purchasing*.*

(1) *Basis for* purchase*.* The town may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any goods, services or construction with one or more other governmental units.

(2) *Town council approval.* Cooperative purchasing agreements must be authorized pursuant to an interlocal agreement approved by town council and executed by all participating governmental units. The town manager will forward the proposed interlocal agreement to the town attorney for review and submit the interlocal agreement to the town council for approval.

(3) The town manager may purchase goods or services through cooperative purchasing in lieu of a competitive bid as provided in this division.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-297**

1. **Request**:

Meeting Date: March 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**:
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose**:
RESOLUTION

4. **Submitter of Information**:
Mark Ashton, Utilities Manager, Jeff Hauge, Community Services Director

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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 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:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 2/17/2026
Jeff Hauge, Community Services Director	Approved - 2/23/2026
Joe Onzick, Finance Director	Approved - 2/24/2026
nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/24/2026
William McKannay, Town Manager	Final Approval - 2/24/2026

RESOLUTION NUMBER 26-019

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	___
John McLean, Council Member	___

ADOPTED this 2nd day of March 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.

DocuSign Envelope ID: 4FB57CB9-1AA6-46B1-ADC0-AB1092D289B4

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

1. **Request**:

Meeting Date: **March 2, 2026**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #3 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR PHYSICAL MONITORING OF BEACH PROFILES, PERMIT REQUIRED WINTER SHOREBIRD MONITORING, FUNDING, ADMINISTRATION, AND STAKEHOLDER TASKS, AND POST STORM SURVEYS AND ASSESSMENTS FOR A COST OF $122,800.00; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

TASK 1
Annual Beach Profile Monitoring follows best beach management practices to quantify erosion and accretion rates, and establish pre-storm baseline profiles to justify claims to grant agencies including FEMA, FDEM, FDEP, and TDC.

TASK 2
US Army Corps Permit SAJ-2000-03017 requires the Town to implement mandatory terms and conditions in the US Fish and Wildlife Biological Opinion, including winter shorebird monitoring.

TASK 3
Local Government Funding Requests applications provide grant funding from the State to the Town's Beach Management Program.

TASK 4
Timely post-storm assessments are integral to justifying loss claims to grant agencies including FEMA, FDEM, FDEP, and TDC.

What the action accomplishes:

TASK 1
FDEP approved Physical Monitoring Plan and current version of the "Monitoring Standards for Beach Erosion Control Projects" as established by the FDEP.

TASK 2
Retains agency approved Shorebird Consultants to conduct the Permit required wintering bird monitoring and reporting in accordance with the Project Permits from July 15, 2026 to May 15, 2027. Surveys shall be conducted two times per 30-day period, and reports second year post-construction wintering bird monitoring results to the agencies.

TASK 3
The Town submits annual Local Government Funding Requests to the FDEP for inclusion in the State's Beach Management Funding Assistance Program.

TASK 4
Post-storm surveys and assessments quantify beach erosion and provide technical support for post-storm recovery public assistance from local, regional, state and federal agencies.

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

5. **Background:**
The Town contracted Ahtna Marine and Construction Company, LLC (AMCC) to construct the Estero Island Beach Renourishment and Hurricane Recovery Project. AMCC 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.

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.

Attachments:
1. Final Res 26-058 STA #3
2. Attachment A to Res 26-058 STA 3 BEACH MONITORING TASKS

Financial Impact:
Approval of STA #3 of RFQ-24-06 authorizes $122,800. These costs are eligible for reimbursement from grant funding provided by the TDC Beach Trust Fund Interlocal Agreement and FDEP Grant Agreement 23LE01. The Town would be responsible for approximately **$23,000, which equates to** $15% of the costs for Task 1 ($63,700) and Task 2 ($16,200), 100% of the costs of Task 3 ($11,000). Should a post storm survey be required, Task 4 cost (up to $31,800) may qualify for FEMA, FDEM, FDEP, and/or TDC reimbursement of 75% to 100% depending on the severity and legislation.

6. **Alternative Action**
Do not approve STA No. 3 of Contract RFQ-24-06-EN.

7. **Management Recommendations:**
Approve STA No. 3 of Contract RFQ-24-06-EN.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 2/13/2026
Frankie Kropacek, Community Development Director	Approved - 2/17/2026
Joe Onzick, Finance Director	Approved - 2/24/2026

nancy stuparich, Town Attorney	Approved - 2/24/2026
Amy Baker, Town Clerk	Approved - 2/24/2026
William McKannay, Town Manager	Final Approval - 2/24/2026

RESOLUTION NUMBER 26-058

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #3 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR PHYSICAL MONITORING OF BEACH PROFILES, PERMIT REQUIRED WINTER SHOREBIRD MONITORING, FUNDING, ADMINISTRATION, AND STAKEHOLDER TASKS, AND POST STORM SURVEYS AND ASSESSMENTS FOR A COST OF $122,800.00; 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 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, Estero Island's coastal beach is among the Town of Fort Myers Beach most valuable economical and recreational assets, and

WHEREAS, the pre and post-storm surveys are integral to obtaining public assistance grant funding from Federal, State, and Local agencies, and

WHEREAS, permits from the Florida Department of Environmental Protection and the United States Army Corps of Engineers require winter bird monitoring, funding support, stakeholder coordination and project administration services, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #3 of Contract # RFQ-24-06-AD.

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 Supplemental Task Order #14 of Contract # RFQ-24-06-AD between the Town and Coastal Engineering Consultants, Inc., for $122,800.00. A copy of the Supplemental Task Order #3 of Contract # RFQ-24-06-AD is attached hereto as Attachment "A".

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 King, Council Member	___
Rebecca Link, Council Member	___
John McLean, Council Member	___

ADOPTED this ___ day of _____, 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 _____, 2026.

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

X Supplemental Task Authorization NO.: 3

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment Project 2026 Monitoring

CONSULTANT: Coastal Engineering Consultants, Inc. PROJECT NO.: _____

SOLICIT NO.: Estero Island Beach Renourishment CONTRACT NO.: RFQ-24-06-AD

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 16 JAN 2026

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A"	SCOPE OF PROFESSIONAL SERVICE:	DATED: January 21, 2026
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: January 21, 2026
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: January 21, 2026
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: January 21, 2026

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:

By: _____ January 21, 2026

Consultant/Provider Date

TOWN APPROVAL:

By: _____

Town Manager Date

EXHIBIT A

Date: January 21, 2026

SCOPE OF PROFESSIONAL SERVICES

ESTERO ISLAND BEACH NOURISHMENT PROJECT: 2026 MONITORING

The CONSULTANT shall provide the following services specific to the Estero Island Beach Nourishment Project.

TASK 1 PHYSICAL MONITORING

Conduct the following monitoring activities in accordance with the FDEP approved Physical Monitoring Plan and current version of the "Monitoring Standards for Beach Erosion Control Projects" as established by the FDEP. Project horizontal reference will be the Florida State Plane Coordinate System, West Zone (0902), NAD 83 in US Survey Feet. Project vertical reference will be the North American Vertical Datum of 1988 (NAVD88), in feet. Water depths will be corrected for tidal variations and reduced to Project vertical datum.

Establish horizontal and vertical control, one-time, on the uplands within the Project limits.

Conduct beach profile monitoring surveys of the active beach zone along the shoreline at each reference monument (R monument) from C174-A to R-210 including two (2) groin survey lines and seven (7) half-monuments along the historical azimuths and extents (Table 1).

Contract with an aerial company to collect aerial photography of the beach concurrently with the physical monitoring survey, as close to the date of the beach profile surveys as possible, and during approximate low water tide on that date.

Prepare and submit to the agencies the Physical Monitoring Report including the results of the monitoring surveys indicating the performance of the beach fill project, identifying erosion and accretion patterns within the monitored area, and presenting the survey data and deliverables.

Table 1. Estero Island Survey Control Information.

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
C-174A	666547.875	774787.688	245
R-175	667127.375	774428.125	248
Groin 1	666545.625	774582.125	248
Groin 3	666581.375	774489.813	248
R-176	667335.625	773671.125	245
R-177	667878.688	772960.313	220
R-178	668634.375	772145.125	227
R-179	669180.000	771546.125	230
R-180	669931.125	770720.500	210
R-180.5	670330.500	770449.380	205
R-181	670772.875	770198.625	205
R-182	671773.875	769985.625	204
R-183	672566.875	769642.625	205
R-184	673555.375	769229.625	205
R-185	674405.875	768650.125	200
R-186	675299.875	768269.125	205
R-187	676626.590	767772.860	205
R-188	678055.100	766965.700	210

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
R-189	678958.100	766467.200	210
R-190	679784.100	765887.200	210
R-191	680532.100	765395.700	210
R-192	681339.900	764699.500	210
R-193	681959.100	764084.100	220
R-194	682996.600	763295.600	220
R-195	683662.100	762625.100	220
R-196	684376.000	762037.100	225
R-197	685066.500	761215.400	225
R-198	685859.100	760662.600	225
R-199	686470.100	759735.100	225
R-200	687111.400	759122.000	230
R-201	688006.100	758428.000	235
R-202	688024.400	757304.000	265
R-203	688193.100	755976.100	255
R-203.5	688272.630	755443.650	250
R-204	688540.100	754979.600	265
R-204.5	688840.220	754635.150	250
R-205	689409.900	754511.000	235
R-205.5	689792.530	754046.750	233
R-206	690175.200	753582.500	230
R-206.5	690336.530	752972.300	210
R-207	690818.400	752698.000	190
R-207.5	691336.130	752635.250	190
R-208	691853.900	752572.500	190
R-208.5	692363.640	752548.250	188
R-209	692873.400	752524.000	185
R-210	693980.900	752758.500	195

TASK 2 WINTER BIRD MONITORING

Retain agency approved Shorebird Consultants to conduct the Permit required wintering bird monitoring and reporting in accordance with the Project Permits from July 15, 2026 to May 15, 2027. Surveys shall be conducted two times per 30-day period. Prepare and submit second year post-construction wintering bird monitoring report to the agencies.

TASK 3 FUNDING, ADMINISTRATION, AND STAKEHOLDERS

Prepare Resolution for Town Council to approve agreeing to provide the local cost-share and affirming their support for Project and the FY2027-2028 Funding Request. Assist the Town prepare and submit the FY2027-2028 Funding Application to the State for inclusion in the Beach Management Funding Assistance Program. Respond to one DEP Request for Additional Information per Funding Request.

Throughout the progress of work under the above sub-tasks, manage and coordinate the Project team's internal efforts and maintain informal contact with the Town staff. "Informal contact" includes meeting with the Town's Project Manager routinely, necessary telephone contact, emails, and similar activities. Prepare written monthly progress reports. Prepare Project schedule and update it as tasks and milestones are met.

Attend and present at meetings such as Town Council, Town Committees, and Tourist Development Council. Provide technical support services for the Town specific to stakeholder coordination. Prepare for and participate in the meetings. Prepare a written summary of the meetings.

TASK 4 POST-STORM SURVEYS & ASSESSMENTS

In the event a significant storm impacts the Project Area, the Town may request Consultant conduct pre- and / or post-storm surveys and perform assessments to quantify beach erosion and provide technical support for post-storm recovery public assistance from local, regional, state and federal agencies. Services under this task would be approved by the Town's project manager.

DELIVERABLES

Task 1

- R-monument Profile Survey Field Notes, Plots, and Data Files
- Aerial Imagery
- Physical Monitoring Report

Task 2

- Wintering Bird Monitoring and Report

Task 3

- FY2027-2028 Funding Application
- Meeting Presentations
- Project Schedule

Task 4

- Survey Field Notes, Plots, Data Files, Volume Calculations, Engineering Assessment, and Report

EXHIBIT B

Date: January 21, 2026

COMPENSATION AND METHOD OF PAYMENT

ESTERO ISLAND BEACH NOURISHMENT PROJECT: 2026 MONITORING

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.)
Task 1	Physical Monitoring	$63,700	LS	W.I.P.P.
Task 2	Winter Bird Monitoring	$16,200	LS	W.I.P.P.
Task 3	Funding, Administration, and Stakeholders	$11,100	LS	W.I.P.P
Task 4	Post-Storm Surveys & Assessments	$31,800	LS	W.I.P.P.
TOTAL		$122,800	LS	

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 1/21/2026, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 1/21/2026, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 21, 2026

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR

ESTERO ISLAND BEACH NOURISHMENT PROJECT: 2026 MONITORING

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer			$255
Principal Surveyor			$255
Coastal Modeler			$185
Managing Consultant			$195
Project Consultant			$175
Staff Consultant			$155
2-Man Survey Crew			$193
1-Man Survey Crew			$155
Crew Chief			$125
Crew Member			$95
Construction Manager			$128
Senior Designer			$140
Senior Coordinator			$100
Laborer			$55

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 21, 2026

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ESTERO ISLAND BEACH NOURISHMENT PROJECT: 2026 MONITORING

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Postage and Shipping	Actual Cost
Vehicle Travel	$0.725/mile
Vehicle Rental/Gas	Actual Cost
Reproduction (Blue/White Prints)	Actual Cost
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
RTK (per day)	$200
Survey Boat (day)	$430
Bathymetric Survey System (day)	$600
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: January 21, 2026

TIME AND SCHEDULE OF PERFORMANCE

ESTERO ISLAND BEACH NOURISHMENT PROJECT: 2026 MONITORING

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
Task 1	Physical Monitoring	180	180
Task 2	Environmental Monitoring	365	365
Task 3	Funding, Administration, and Stakeholders	365	365
Task 4	Post-Storm Surveys & Assessments	60	365

EXHIBIT D

Date: January 21, 2026

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

ESTERO ISLAND BEACH NOURISHMENT PROJECT: 2026 MONITORING

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						

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-336**

1. **Request:**

Meeting Date: March 2, 2026

Designation of a Council representative to the Anchorage Advisory Board (AAC) and Cultural & Environmental Learning Center Advisory Board (CELCAB).

Why the action is necessary:

Fills the Council Liaison vacancy on the committees

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

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5. **Background:**

With the recent resignation of Jim Atterholt from Town Council, the AAC and CELCAB Committees are absent a Town Council representative.

The scope of each committee is listed as follows:

Anchorage Advisory Committee. Current liaison: Vacant
Advises Town Council and staff on all issues pertaining to the Town's public mooring field. AAC typically meets on the fourth Monday of each month at 9:00 a.m.

Cultural and Environmental Learning Center Advisory Board. Current liaison: Vacant
Oversees the Mound House and Newton Park; the goals are to manage and promote the cultural, historical and environmental resources of Fort Myers Beach. CELCAB typically meets on the fourth Thursday of each month at 1:00 p.m.

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 2/23/2026
nancy stuparich, Town Attorney	Approved - 2/23/2026
Amy Baker, Town Clerk	Approved - 2/24/2026
William McKannay, Town Manager	Final Approval - 2/24/2026