



Fort Myers Beach Town Council

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

Agenda

Monday, November 1, 2021

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS AND REPORTS**
 - A. Anchorage Advisory Committee
- VIII. APPROVAL OF MINUTES**
 - A. October 18, 2021 Town Council
- IX. PUBLIC HEARINGS**
 - A. Ordinance 21-06: Prohibition of Non-Marine Biodegradable Straws
AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE VI OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH ENTITLED “PROHIBITION OF PLASTIC STRAWS”, TO PROHIBIT THE DISTRIBUTION OF NON-MARINE BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE. Second reading and final adoption.
 - B. Ordinance 21-07: Commercial Boulevard Zoning District
AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, DIVISION 5, SUBDIVISION V, SECTIONS 34-701 THROUGH 34-707 “CB ZONING DISTRICT” TO CLARIFY WHAT CONSTITUTES AN

EXISTING USE AND HOW AND WHEN THAT EXISTING USE CAN BE CONTINUED OR MODIFIED; TO ALLOW THE CONTINUATION OF EXISTING USES; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on November 15, 2021 at 9:00 AM

X. ADMINISTRATIVE AGENDA

A. ITB-21-16-PW Bayside Park Improvements

Approve and authorize the Town Manager to execute contract documents with Wright Construction for the Bayside Park Improvements in the amount of N.T.E. \$885,346 including \$44,267.30 contingency and appropriate and allocate additional funds from Fund 41 as necessary.

B. STA NO. 16 Addition Tier 1 Services

Authorize the Town Manager to approve STA NO. 16 for additional Tier 1 Services with Tetra Tech under Contract No. 20-22-AD for \$52,105.

C. Clean Vessel Act Grant: Pump Out Boat Replacement

Authorize Town Staff to apply to the State for the Clean Vessel Act grant for the trade in and purchase of a replacement pumpout boat from Pumpout USA in the amount of \$153,754.67 and authorize the Town Manager to execute contract documents. (Trade in value = grant match)

XI. FINAL PUBLIC COMMENT

XII. TOWN MANAGER'S ITEMS

A. TPI / Margaritaville Construction Staging Plan

B. Town Entrance Signs

XIII. TOWN ATTORNEY'S ITEMS

XIV. COUNCILMEMBERS ITEMS AND REPORTS

XV. ADJOURNMENT

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

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



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



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

			Clerk's Office.
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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.

Anchorage Advisory Committee
Report to Town Council
November 2021

Submerged Land Lease – The Town has executed the Submerged Land Lease that combines the expansion field with the existing field and is waiting for the FDEP to execute. Staff has received a notice of award for construction grants for the Mooring Field Expansion, pending contract documents.

Town as Upland Service Provider – The Town took over the management of the Upland Services October 1. The office is in the leased unit at Harbor House with one restroom facility available during office hours. The Town is leasing two restroom/shower units and the laundry facility from Matanzas Inn.

Continue to search for an Upland service facility – With the potential expansion of the Mooring Field from 70 balls to 89 balls, the AAC asks the town to continue the search for an expanded upland facility. Our current offering of two shower/restroom units is inadequate for the number of balls we currently have and certainly not adequate when we expand.

Virginia Ave. property to store pump-out boat – This is in response to the AAC's motion at the Oct. 20, 2021, meeting. Staff has been looking for dockage since we will be losing the dock facility for the pump-out boat we currently have at Matanzas. In the motion, The AAC recommended exploring using the Town owned Virginia Avenue property to dock the boat. There is currently no seawall or dock/lift at the property.

Harbor Management and Strategic Plans – With the change of Upland Service Provider, the AAC will be working to amend the Matanzas Mooring Field Management Plan and the AAC Strategic Plan.

Cruiser's Appreciation Day – The AAC has not hosted our Cruiser's Appreciation day for the last couple of years due to Covid. From its inception, the AAC hosted 12 events partnered with Matanzas. The AAC requested and received money to host the event this year and ask if the Town Council would like this event to continue. If so, we will come up with new event ideas. The event has traditionally been held the end of March into early April.

Council Priorities – The AAC asks the Council if they have any priorities they would like the committee to work on.

Respectfully submitted,
Katherine Light, chair
Anchorage Advisory Committee



Fort Myers Beach Town Council

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

Minutes

Monday, October 18, 2021

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

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

V. PUBLIC COMMENT

No public comment.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Hosafros welcomed the snowbirds and reminded them to take it slow on Estero Blvd.

Council Member Veach thanked the Chamber for the boat races and thanked the people who counted birds on the same day.

No items from other members.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

- A. Bay Oaks Recreational Campus Advisory Board (BORCAB)
Chair Betty Simpson reported that BORCAB was excited about the 60% design plan and thanked Council for their support. She noted they needed volunteers for Fright Night. She extended a special thank you to Public Works Director Chelsea O'Riley and Ed Ryan for fundraising for candy and supplies and thanked the community for their contributions.

VIII. APPROVAL OF MINUTES

- A. October 4, 2021 Town Council
Vice Mayor Hosafros moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- B. October 7, 2021 Management & Planning Session
Vice Mayor Hosafros moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.

IX. PRESENTATION

- A. FMB Camera Project - Flock Safety
Town Manager Hernstadt stated that another vendor, Greenwire, could not attend but was scheduled for their next meeting.
Todd Troutman from Flock Safety in Atlanta stated he handled all the law enforcement accounts for his company. He noted they started in 2017 working with Homeowners' Associations and installing license plate recognition cameras to monitor entrances and exits. He described how the cameras worked and indicated they were infrastructure-free and ran on solar power. He reported that Lee County Sheriff's Office (LCSO) already had their software and was installing cameras. He stated the cameras were motion operated and included hotlist alerts for stolen vehicles. The cameras were \$2,500.00 per year, per camera and Flock maintained the cameras.
Council Member Atterholt questioned the deterrence piece. Mr. Troutman replied that word of mouth among criminals was a deterrent and some agencies put out press releases and installed signage. He mentioned that the cameras could help with marketing efforts by identifying out-of-state license plates.
Council Member Allers questioned whether Flock recommended locations to install the cameras. Mr. Troutman replied affirmatively and gave examples of where they would place cameras. Council Member Allers asked whether the cameras captured vessel numbers on boats. Mr. Troutman responded affirmatively and noted their cameras would be installed on a bridge in Charleston, SC and a marina in Port St. Lucie, FL.

Council Member Atterholt questioned how people's privacy was protected. Mr. Troutman replied that data was stored for 30 days and was only accessible by the LCSO. He added that the LSCO would share data with other law enforcement agencies.

Council Member Allers questioned whether they had mobile cameras. Mr. Troutman responded that the Flock software could be added to an in-car video.

X. CONSENT AGENDA

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

Motion carried unanimously.

A. Proposed 2022 Town Council Meeting Schedule

Approve the monthly schedule for Town Council meetings for calendar year 2022

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

Motion carried unanimously.

B. Submerged Land Lease - Mooring Field

Authorize the Mayor to execute the Submerged Land Lease with the Department of Environmental Protection for the Mooring Field, which includes the expansion west of Matanzas Pass Bridge and all associated documents.

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

Motion carried unanimously.

C. RFP-21-19-TC Fireworks Displays

Accept the Selection Advisory Committee's rankings and authorize the Town Manager to execute a Professional Services Agreement with Zambelli Fireworks for the Town's Firework Displays as needed in response to RFP-21-19-TC in the not to exceed amount of \$22,000.000 for a 20-minute firework display.

Vice Mayor Hosafros moved to accept the SAC rankings; second by Council Member Allers.

Motion carried unanimously.

XI. PUBLIC HEARINGS

A. Ordinance 21-06; Prohibition of Plastic Straws

First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE VI OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH ENTITLED "PROHIBITION OF PLASTIC STRAWS", TO PROHIBIT THE DISTRIBUTION OF NON-BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on November 1, 2021 at 9:00 AM

Mayor Murphy read the title of the ordinance.

Brad LaPorte, CEO of WinCup, Inc. and inventor of Phade straws, utilized PowerPoint for his presentation, which was included in the packet. He described the PHA polymer and discussed competitors' compostable straws. He explained why the words "marine biodegradable" were important in the ordinance.

Environmental Services Project Manager Chadd Chustz stated that adding marine biodegradable to the ordinance would not solve the littering issues, but the straws would be less of a threat to the environment. Town Manager Hernstadt discussed why marine biodegradable criteria made enforcement easier. Council Member Atterholt questioned whether paper straws and PLA straws were still legal. Project Manager Chustz replied that some plastic straws not allowed under the old ordinance would be allowed under the new ordinance and paper straws were not allowed under the new ordinance.

Town Manager Hernstadt noted that they could give businesses time to go through their inventory.

Vice Mayor Hosafros questioned whether there was a marine biodegradable paper straw. Mr. LaPorte replied affirmatively. Town Attorney Herin, Jr. stated that he needed help defining marine biodegradable with some kind of benchmark. He questioned whether the window to comply was 90 days.

Public comment:

Marine Resources Task Force (MRTF) Chair Steve Johnson noted that the Phade straw took a little longer to break down than paper straws, but the window was very narrow and the benefits far outweighed the potential downfall. He hoped the technology would expand to other products because the product was superior in a marine environment.

Public comment closed.

Mayor Murphy had no opposition to adding marine biodegradable to the ordinance.

Vice Mayor Hosafros moved to schedule Ordinance 21-06 to the second reading and final adoption to November 1, 2021, with the changes as discussed; second by Council Member Atterholt.

Motion carried unanimously.

B. VAR20210063 16 Pepita Street

Approve/Approve with Conditions/Denial of VAR20210063 - a variance from Table 34-3, 25 feet rear waterbody setback, for a reduction of 8 feet 8 inches.

Town Attorney Herin, Jr. swore in those providing testimony for the subsequent three variances. Ex parte communications: Vice Mayor Hosafros - drive-by and conversation with LPA Member and Council Member Allers did a boat-by. No disclosures from other members.

Jim Bougoulas, owner, described why the variance was needed. PowerPoint slides included: Purchased Property; Setbacks; Hardship; Design and Encroachment on Rear Waterbody Setback; LPA Approved the Request with Conditions; Updated Site Drawing from LPA Approval with Conditions; Front & Left Side Elevation View; Rear & Right-Side Elevation View; LDC Sec. 34- 87; Similar Irregular Lot and Approvals from Neighbors. Mr. Bougoulas stated that he did not receive any opposition letters. Community Development Director Jason Green utilized slides including Variance Request and LPA Recommendations. He stated that staff recommended denial of the request because it was new construction, and the design could be changed to meet setbacks.

Discussion was held regarding future encroachment with the addition of a pool. Mr. Bougoulas stated that they could fit a pool in the back without requesting another variance in the future.

No public comment.

Council Member Veach stated that it was not de minimus because they could design it to fit in the box. Vice Mayor Hosafros indicated that the LPA moved them back and was down to one encroachment instead of three. She was willing to allow them to encroach on one corner as long as they agreed not to come back with a variance for a pool or other accessory structures. Council Member Allers agreed with Council Member Veach, but since they moved back, he was comfortable moving forward with Vice Mayor Hosafros's condition.

Council Member Atterholt moved to approve VAR20210063 including the conditions of the LPA as well as the Vice Mayor's proviso including the pool and any other use that has to comply with setbacks and the applicant met the criteria in code as set forth by the staff report; second by Council Member Allers.

Motion carried unanimously.

C. VAR20210064 3240 Shell Mound Blvd

Approve/Approve with conditions/Denial of VAR20210064 - 3240 ShellMound Blvd, a request to reduce the required accessory structure (pool) setback from five to two feet in the rear and side yard (or from five to four feet in the rear or side yard).

Town Attorney Herin, Jr. stated that all three hearings were properly noticed. Ex parte communications: Vice Mayor Hosafros drove by and had a discussion with an LPA member. No disclosures from other members.

Owner Armand McCormick stated they purchased their house last year and would like to add a pool. He described the property and noted they wanted to move the pool back to allow for room to walk around the pool. Council Member Atterholt questioned whether the neighbors approved. Mr. McCormick replied that he could not contact one neighbor, but there was no opposition from others.

Director Green reviewed the variance request and site plan. The LPA recommended a one-foot encroachment into the side and rear setbacks with conditions. Staff recommended denial for the pool to encroach the side and rear setbacks by three feet. He noted they could design the pool to fit the setback.

Vice Mayor Hosafros questioned where the pool pump would be located. Director Green did not see the site plan and was not sure. She was concerned that the noise from the pump would intrude on the neighbor. Mr. McCormick stated that it was not his primary residence and he was comfortable with the LPA conditions.

The size of the pool was discussed. Mr. McCormick indicated that the diagram was not to scale. The design of the pool was passed around to Council Members.

According to code, owner Sarah McCormick stated that the pool was less than 500 square feet and did not require a drainage plan. Director Green agreed and commented that he did not know the elevation of the property.

Council Member Allers moved to approve VAR2-210064 with the conditions put in by the LPA, that the pool equipment should be on the house or garageside of the pool and that it was consistent with the criteria for granting the approval; second by Vice Mayor Hosafros.

Motion carried 4-1 with Council Member Veach dissenting.

- D. VAR20210066 4969 Estero Blvd Accessory Structure in front of a principal structure
Approve/Approve with Conditions/Denial VAR20210066 - 4969 Estero Blvd, to allow an accessory structure (pool) in front of a principal structure.

Owner Armando Barba stated that he wanted to put a pool on the side of their property.

Director Green reviewed the Property Information; Variance Request; Site Plan; LPA Recommendations; Staff Findings and Recommendations of Approval with Conditions.

No public comment.

Ex parte communications: All Council Members performed a drive-by.

Council Member Allers moved to approve VAR20210066 with the staff recommended conditions and it met the criteria in the code for the granting of the variance; second by Council Member Veach.

Motion carried unanimously.

XII. ADMINISTRATIVE AGENDA

- A. Restroom Trailer - Palm Avenue Beach Access

Approve Resolution 21-58, allocate the funds for the purchase of a restroom trailer from Ready2Go Restroom Trailers for Palm Avenue Beach Access in the amount of \$70,600 utilizing Tourist Development Council funding, as budgeted in FY22 budget, piggybacking Florida Sheriff's Associate Contract, FSA20-EQU18.0 Heavy Equipment.

Vice Mayor Hosafros moved to approve Resolution 21-58; second by Mayor Murphy.

Motion carried 4-0. (Council Member Veach stepped out of Chambers.)

- B. Fencing Equipment Purchase

Approve Resolution 21-57, allocate and appropriate funds for the purchase of fencing equipment and accessory items for Fort Myers Beach Elementary and Bay Oaks in the amount of \$36,140 as budgeted in FY22 budget, piggybacking Lee County's Contract, RFP160553DKR Contract Number.

Vice Mayor Hosafros moved to approve Resolution 21-57; second by Council Member Veach.

Motion carried unanimously.

C. Concrete Work Bay Oaks/School Street

Approve Resolution 21-51, Impact fees for Bay Oaks Sidewalks, Allocate and appropriate Road Impact Funds and appropriate a contract with Scott Commercial Contracting, LLC. for concrete construction work and accessory items for Bay Oaks front parcel and School Street sidewalk in the amount of \$32,879 in the FY22 budget, piggybacking Lee County's Contract, B190074JJB - Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items Contract.

Vice Mayor Hosafros moved to approve Resolution 21-51; second by Mayor Murphy.

Motion carried unanimously.

D. Concrete Work Fort Myers Beach Elementary School

Approve Resolution 21-56, allocate and appropriate funds for contracting with Scott Commercial Contracting LLC for concrete construction work and accessory items for Fort Myers Beach Elementary School in the amount of \$27,758 as budgeted in FY22 budget, piggybacking Lee County's Contract, B190074JJB - Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items Contract.

Council Member Veach moved to approve Resolution 21-56; second by Vice Mayor Hosafros.

Motion carried unanimously.

E. FPL Lights Downtown

Authorization to install roadway lighting on Crescent Street, First Street, Second Street, Third Street and 5th Street in conjunction with the Downtown Sidewalks Project.

Town Manager Hernstadt requested feedback concerning the type of lighting and lighting spacing. Council Member Veach recommended that the lighting downtown be consistent with Estero Blvd. lighting. Vice Mayor Hosafros agreed with consistency and supported amber lights. Public Works Director Chelsea O'Riley stated that FP&L had an amber light available in the tariff program. Council Member Veach commented that FP&L's amber light was very low and would affect the design.

Vice Mayor Hosafros moved to approve the authorization; second by Mayor Murphy.

Motion carried unanimously.

- F. To allocate and appropriate funds and approve the Supplemental Task Authorization #1, in the not to exceed amount of \$212,000 for design and permitting of the Estero Island Shoreline Protection Project

Approve, allocate and appropriate funds for Supplemental Task Authorization #1, in the not to exceed amount of \$212,000 for design and permitting of the Estero Island Shoreline Protection Project including additional geophysical surveys, access study, State funding requests, permit processing, final design, and stakeholder meeting administration. The Town is financially responsible for 14% of \$204,000 or \$28,560, plus \$8,000 for the southern segment beach access feasibility study.

Michael Poff from Coastal Engineering Consultants reviewed the second phase of the project, included in the packet. He stated they had developed a comprehensive management plan for the entire island. He noted they would submit permit applications to the agencies this November and anticipated a starting date in early 2023. Mr. Poff indicated they had to determine ownership of the Critical Wildlife Area (CWA) in the southern end. He estimated that if the state did not have ownership of the area, the town would be charged approximately \$3-4 million for the south end. If it were deemed state-owned, the cost to the town would be zero. He stated they could put together a funding matrix for the town if needed.

Mr. Poff commented that the total cost for a Cadillac project to last 10 years would be approximately \$23 million. He stated that construction in the CWA would depend on timing. He utilized PowerPoint for his presentation. Slides included: Design Plan: North; Model Results: Central; Design Plan: Central; Design Plan: R198-R202; Typical Design Section; Non-Critically Eroding Segment: R200-R203; Model Results; South Versions 1 and 2; Design Plan: South; Non-Critically Eroding Segment: R207-R210; Borrow Area Design; Borrow Area Typical Sections; Pipeline Corridor Design and Summary.

Vice Mayor Hosafros moved to approve the supplemental task authorization; second by Council Member Atterholt.

Motion carried unanimously.

- G. Tier 1 Water and Stormwater SRF Supplemental Task Authorization ABA Authorize the Town Manager to execute an agreement for Tier 1 (17 side streets) - Water and Stormwater SRF Technical Services During Construction in the amount of \$157,050.00 on proposal 240-000-0114 with Angie Brewer & Associates.

Vice Mayor Hosafros moved to authorize the Town Manager; second by Council Member Veach.

Motion carried unanimously.

H. Resolution 21-52: Estero Boulevard Lighting Recommendation

Approve Resolution 21-52, Estero Boulevard Roadway Safety Lighting Recommendation ratifying the decision made at the October 7th Management and Planning Session to recommend to Lee County to install amber lighting along Estero Boulevard that functions as an arterial roadway in its day to day use and authorize the Mayor to coordinate implementation.

Council Member Allers moved to approve Resolution 21-52 that they received today with the changed wording from what was originally in the packet; second by Vice Mayor Hosafros.

Council Member Veach distributed his changes and additions to the resolution. Town Manager Hernstadt revealed that the original resolution contained a cut and paste error. Vice Mayor Hosafros did not have a problem with adding Council Member Veach's additions. Council Member Allers disagreed that the changes were needed. Mayor Murphy supported the additions.

Vice Mayor Hosafros moved to approve Resolution 21-52 with the modified "Whereas" clauses and make sure they used the substitute Resolution; second by Council Member Veach.

Motion carried unanimously.

XIII. FINAL PUBLIC COMMENT

MRTF Chair Steve Johnson stated that the FWC was considering using a broadcast application of Roundup in their management recommendation. MRTF requested a resolution or prohibition to discourage the use of glyphosate in the EC zone. He noted that MRTF unanimously voted to recommend that Council consider narrow-band amber lighting solutions when adding or replacing roadway lighting on the island. He commended Council for passing Resolution 21-52.

XIV. TOWN MANAGER'S ITEMS

Town Manager Hernstadt reported that they were short-staffed due to staff members recently losing family members to Covid-19.

He questioned whether a Member of Council or a staff member was interested in participating in the Fire Department's Strategic Plan session. Consensus was reached to extend an invitation to the Chair of the Public Safety Committee.

Council Member Atterholt requested an update on guidance from the state regarding the Covid stimulus package. Town Manager Hernstadt replied that they were monitoring what other municipalities were doing and exploring options. He suggested that Council Members create a list of items for funding.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. reported that they were not 100% successful with contacting property owners regarding beach access. He will verify that the letters were mailed.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach stated that over 1,400 birds were on a sandbar over the weekend and children chased the birds. He requested that they install FWC signs telling people to leave the birds alone. Consensus was reached to install the signs. Council Member Veach suggested revisiting the water sports and chair rental ordinance at a future M&P. He received support to discuss the topic. Council Member Veach discussed getting rid of sandspurs without using glyphosate. He suggested a mechanical method or spraying salt water instead. He revealed that the Native Plant Society was considering moving the perennial peanut into the invasive category.

Vice Mayor Hosafros brought up scheduling a joint meeting with the LPA. Town Clerk Baker will schedule the meeting. Vice Mayor Hosafros commented on developers removing all the trees on properties when demolishing homes. She received support to add a discussion at a future M&P.

Mayor Murphy thanked the Chamber of Commerce for putting on the boat races. He announced that Gordon Flip Harvey had passed. Mayor Murphy reviewed his life, spirit and contributions to the community. He sent condolences to his wife and family.

No items from other members.

A. FMB Camera Project

Initial discussion of FMB camera project documentation from Flock Safety and Greenwire (at time of publication of the agenda, Greenwire had not been confirmed to be in attendance).

Discussed above.

XVII. ADJOURNMENT

Vice Mayor Hosafros moved to adjourn; second by Mayor Murphy. Motion carried unanimously.

The meeting was adjourned at 12:42 p.m.

1. Requested Motion:

Meeting Date: November 1, 2021

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE VI OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH ENTITLED "PROHIBITION OF PLASTIC STRAWS", TO PROHIBIT THE DISTRIBUTION OF NON-MARINE BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE. Second reading and final adoption.

Why the action is necessary:

What the action accomplishes:

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Petroleum-based straws were banned from distribution on Fort Myers Beach in 2017 due to their persistence to remain in the environment with deleterious effects on wildlife and the quality of life of the Town's residents. In recent years, technology has been developed to create a plastic straw that is biodegradable in the marine environment. The biodegradable plastic straws have become a preferred straw for distribution in a number of Fort Myers Beach businesses.

Currently, plastic straws are prohibited, regardless of whether they are biodegradable. This amendment to the Prohibition of Plastic Straws would give Fort Myers Beach businesses an environmentally friendly alternative to petroleum-based plastic straws and paper-based straws.

Attachments:

1. 21-06, Ordinance No. 21-06 re Distribution of Biodegradable Straws(126898440.1)-C - FINAL

Financial Impact:

None to Town.

6. Alternative Action

Do not amend the Prohibition of Plastic Straws Ordinance

7. Management Recommendations:

Approve Ordinance 21-06 amending the Prohibition of Plastic Straws to include straw products that meet the standards for Marine Biodegradability.

8. Recommended Approval:

Chadd Chustz, Environmental Services
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/25/2021
Approved - 10/28/2021
Approved - 10/28/2021
Approved - 10/28/2021
Final Approval - 10/28/2021

ORDINANCE NO. 21-06

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE VI OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH ENTITLED “PROHIBITION OF PLASTIC STRAWS”, TO PROHIBIT THE DISTRIBUTION OF NON - MARINE BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town finds that non-biodegradable straws, when irresponsibly discarded, pose an environmental hazard to the health, safety and welfare of the residents and visitors of Fort Myers Beach as well as negatively impacting water quality and the surrounding marine life and natural environment; and,

WHEREAS, straws made of paper, plant, vegetable, and other natural products are available and are a more environmentally friendly alternative to non-biodegradable straws; and

WHEREAS, the Town recognizes that the Federal Trade Commission “Green Guides” (Title 16, CFR 260) establishes a standard for degradable claims for items entering the solid waste stream that such items must completely decompose within one year after customary disposal; and

WHEREAS, the Town desires to amend and clarify the current prohibition on the distribution of plastic straws within its jurisdiction to mean the prohibition on the distribution of non-marine biodegradable straws.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH, FLORIDA:¹

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

^{1/} Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as strikethrough.

Section 2. Article VI of Chapter 14 of the Code of Ordinances of the Town of Fort Myers Beach entitled “Prohibition of Plastic Straws” is hereby amended to read as follows:

CHAPTER 14 – ENVIRONMENT

Article VI – ~~Prohibition of Plastic~~ Distribution of Marine Biodegradable Straws

Sec. 14-151. - Name.

This article shall be known as the “~~prohibition of plastic distribution of marine biodegradable straws~~” ordinance. ~~The preamble and findings of fact above are incorporated herein.~~

Sec. 14-152. - Definitions.

- (a) “*Person*” means any person, business, corporation, public nonprofit entity, agency or institution, partnership or other organization or group, however organized.
- (b) “*Natural products*” means an item containing nothing artificial or synthetic in its compounds while it remains a whole item and throughout its decomposition process.
- (c) “*Straw*” means a tube for transferring a beverage from its container to the mouth of the drinker by suction.
- (d) “*Distribution*” or “*to distribute*” means the vending, sale, giving, deployment or delivering for any purpose of a straw, other than as defined herein, whether or not incident to the sale, vending or provision of any kind of beverage in a container. “Distribution” does not include provision of a straw with a beverage on private property used as a residence, or by the School Board of Lee County, or by beverages prepared and packaged outside the town, provided such beverage is not altered, packaged or repackaged within the town.
- (e) “Marine Biodegradable” means the product and the product packaging will completely break down,

degrade, and return to nature decomposing into elements found in nature the marine environment within 1 year after customary disposal.

Sec. 14-153. - Distribution of ~~plastic~~ marine biodegradable straws prohibited.

~~Beginning 90 days after the date of adoption of the ordinance codified herein, No person shall distribute plastic straws within the Town unless the straw and packaging are marine biodegradable.~~

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 4. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

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

Raymond P. Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Council Member	_____
Jim Atterholt, Council Member	_____
Bill Veach, Council Member	_____

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

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ____ day of _____, 2021

1. Requested Motion:

Meeting Date: November 1, 2021

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, DIVISION 5, SUBDIVISION V, SECTIONS 34-701 THROUGH 34-707 "CB ZONING DISTRICT" TO CLARIFY WHAT CONSTITUTES AN EXISTING USE AND HOW AND WHEN THAT EXISTING USE CAN BE CONTINUED OR MODIFIED; TO ALLOW THE CONTINUATION OF EXISTING USES; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on November 15, 2021 at 9:00 AM

Why the action is necessary:

Replacement uses within the CB district have faced challenges when switching between uses that were previously permitted. Unintended limitations have been created due to unclear language within the text of the LDC.

What the action accomplishes:

Corrects overly restrictive language that can be interpreted to prohibit uses that were, or are, permitted on properties zoned as CB.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance, Text amendment to the LDC.

4. Submitter of Information:

5. Background:

Several complaints have been received by both staff and the Town Council about the interpretations of, and limitations within, the Commercial Boulevard (CB) Zoning District. The LDC addresses which uses and how those uses can be developed within the CB district. However, the CB district provides vague language about changing uses within existing developments and how those previous uses are treated. This is particularly unclear when addressing multi-tenant buildings, strip centers, and similar existing structures. Staff has developed amendments to multiple sections within Subdivision V to address the confusion and to allow for uses that have previously been allowed to continue to be allowed. The proposed amendments do not introduce new uses for the CB district.

At the LPA meeting on October 20th, Beverly Grady presented an additional amendment to Subdivision V which requested that existing space previously used as a financial institution with drive-through be permitted to convert to retail, small with outdoor display.

Subsection (4) has been added to LDC Sec 34-702(d) in the draft Ordinance for your consideration of this issue.

Attachments:

1. 21-07, LDC Amendment Sec 34-701 thru 34-707 Commercial Boulevard Zoning District
2. CB Zoning Staff Report
3. Exhibit B Doc from B Grady

Financial Impact:

6. **Alternative Action**

Deny, modify text

7. **Management Recommendations:**

Approve the recommended text amendments.

8. **Recommended Approval:**

Kendra Rosa, Zoning Coordinator/Planner 1
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk

Created/Initiated - 10/25/2021
Approved - 10/27/2021
Approved - 10/28/2021
Final Approval - 10/28/2021

ORDINANCE 21-07

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AMENDMENT TO TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, DIVISION 5, SUBDIVISION V, SECTIONS 34-701 THROUGH 34-707 CB ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council desires update the Fort Myers Beach Land Development Code to clarify, improve, and create consistency among sections; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on October 20, 2021, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 6-0, with one member absent, to recommend approval of the requested amendment to Sec. 34-701 through 34-707 with additional language discussed during the meeting, and

WHEREAS, on November 1, 2021 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the proposed edits to the Land Development Code, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on November 15, 2021; at which time the Town Council gave full and complete consideration to the request, the recommendation of the LPA, the recommendation of staff, consistency with the Comprehensive Plan and Land Development Code, the documents in the record, and the testimony of all interested persons; and

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, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

Section 2. Subdivision V – CB Zoning District, Section 34-701 through Section 34-707 of the Fort Myers Beach Land Development Code is hereby amended to read as follows:

CHAPTER 34, DIVISION 5, SUBDIVISION V. CB ZONING DISTRICT

Sec. 34-701. - Purpose.

The purpose of the CB (Commercial Boulevard) district is provide standards for existing commercial uses and certain other uses along those portions of Estero Boulevard where the "boulevard" classification of the Fort Myers Beach Comprehensive Plan promotes a mixed-use development pattern.

Sec. 34-702. - Applicability.

- (a) *Continued use.* The regulations in this code section ~~subdivision~~ allow apply to the continued use of existing buildings and structures for allowable uses as defined in § 34-703 below, on all properties zoned CB.
- (b) *Enlarging or replacing buildings for existing commercial uses.* The regulations in this code section ~~subdivision~~ also allow apply to the following activities:
 - (1) Physical enlargement of buildings or structures containing existing commercial uses, provided that the improvements do not constitute a "substantial improvement" as that term is defined in § ~~6-424~~ 6-405 of this code, and
 - (2) Replacement buildings for existing commercial uses that will not increase the existing floor arearatio, as that term is defined in § 34-633 of this chapter.
- (c) *Enlarging or replacing buildings for all other allowable uses.* The regulations in this code section ~~subdivision~~ also allow apply to the physical enlargement of and replacement of buildings for all allowable uses, other than existing commercial uses (which are governed by subsection (b) of this section) or new or expanded commercial uses (which are governed by subsection (d) of this section).
- (d) *New or expanded commercial uses.* In accordance with Policies 4-B-5 and 4-C-3-iv of the Fort Myers Beach Comprehensive Plan:
 - (1) New or expanded commercial uses in the "boulevard" category of the Fort Myers Beach Comprehensive Plan require rezoning as a commercial planned development (see § 34-951 of this chapter).
 - (2) Physical enlargements of existing commercial buildings that constitute a "substantial improvement" as that term is defined in § ~~6-424~~ 6-405 of this LDC also require rezoning as a commercial planned development.

- (3) For purposes of this section only, the following types of re-use of existing floor area shall be deemed a continuation of an existing commercial use rather than a new or expanded commercial use:
 - a. Conversion of an existing space to office, retail or restaurant use, when that use previously existed on that parcel; An existing office use converted to another office use;
 - b. ~~An existing retail use converted to another retail use or to an office use;~~
 - c. ~~An existing restaurant converted to another restaurant or to a retail or office use;~~
 - bd. An existing bar or cocktail lounge converted to another bar or cocktail lounge or to a restaurant, retail, or office use.
 - c. Existing areas of outdoor dining may be converted to another outdoor dining area.
 - d. Existing areas of outdoor display of merchandise may be converted to another outdoor display of merchandise area.
- (4) Conversion of existing space previously used as a financial institution with drive-through to retail, small with outdoor display.

Sec. 34-703. - Allowable uses.

- (a) In the CB district, allowable uses are defined as any of the following:
 - (1) Those uses defined in Table 34-2 for the CB district;
 - (2) Continuation of commercial uses that were lawfully existing on March 3, 2003; and
 - (3) Those additional commercial uses of existing floor space as provided by § 34-702(d)(3) of this chapter.
- (b) Any landowner wishing to place other new or expanded commercial uses on property that is zoned CB must rezone the property to commercial planned development.
- (c) Any landowner wishing to subdivide land that is zoned CB into residential homesites must comply with all of the setback, lot size, intensity, and density regulations for the RC zoning district as described in Table 34-3. Compliance with these regulations shall substitute for the building placement standards that are found in § 34-704 below, and for the intensity standard found in § 34-705(c) of this chapter.

Sec. 34-704. - Building placement.

- (a) *Build-to lines established.* Build-to lines (see § 34-662 of this chapter) for Estero Boulevard are established at five to ten feet from front property lines. Awnings, canopies, and marquees over sidewalks and pedestrian walkways are encouraged by the commercial design standards (§§ 34-991—34-1010 of this chapter).
- (b) *Setback lines established.* Setback lines (see § 34-662 of this chapter) are established as follows:
 - (1) For principal buildings:
 - a. Minimum street setbacks for all streets other than Estero Boulevard are ten feet.
 - b. Minimum rear setbacks are 20 feet from rear property lines.
 - c. Minimum side setbacks are five feet from side property lines.
 - d. Minimum setbacks from waterbodies are set forth in § 34-638(d)(3) of this chapter.

- (2) For accessory structures, minimum setbacks are set forth in §§ 34-1171—34-1176.

Sec. 34-705. - Building size.

- (a) *Building frontage.* Building frontage limits (see § 34-663 of this chapter) are established as follows:
- (1) For Estero Boulevard, building frontages shall be at least 50 percent of the lot frontage. This percentage may be reduced to 35 percent for properties between Estero Boulevard and the Gulf of Mexico provided that the open space thus created allows open views to the Gulf of Mexico.
 - (2) For multiple adjoining lots under single control, or for a single lot with multiple buildings, the percentages above apply to the combination of lot(s) and building(s).
- (b) *Building height.* Building heights (see § 34-631 of this chapter) shall be limited to:
- (1) For properties that front on the bay side of Estero Boulevard and all streets other than Estero Boulevard, a maximum of 30 feet above base flood elevation and no taller than two stories, except that an elevated building without enclosed space on the first story may be three stories tall (but still limited to 30 feet above base flood elevation).
 - (2) For properties that front on the beach side of Estero Boulevard, a maximum of 40 feet above base flood elevation and no taller than three stories.
- (c) *Floor area ratio (FAR).* Floor area ratios (see § 34-633 of this chapter) shall not exceed 1.0.

Sec. 34-706. - Circulation and parking.

- (a) *Parking lot locations.* Off-street parking lots shall be placed in side or rear yards (see Figure 34-5). Off-street parking lots are not permitted in front yards.
- (b) *Under-building parking.* Off-street parking may be provided under commercial or mixed-use buildings provided that all under-building parking spaces are screened in accordance with § 34-693(1) ~~34- 992(a)(2)~~ of this chapter.
- (c) *Parking lot interconnections.* Wherever physically possible, parking lots for abutting properties fronting along Estero Boulevard shall be interconnected to eliminate or minimize driveways to Estero Boulevard.
- (1) To ensure the effective use of these connections, the first to develop shall be required to make an irrevocable offer of cross-access to the adjacent parcel (prior to issuance of a development order), and must design and build the parking lot to accommodate cross-access.
 - (2) When adjacent owners seek development orders, they will also be required to reciprocate with a similar cross-access agreements and then must complete the physical connection.
 - (3) Individual property owners shall control all rights to the use of their own parking spaces, but may choose to allow wider use of these spaces for a fee of their choosing or through reciprocal arrangements with other parties.

- (d) *Driveway connections for properties fronting on Estero Boulevard.* Existing driveways and

parking spaces shall be relocated from Estero Boulevard to other streets and new driveways shall connect only to other streets, except where these requirements would prohibit all reasonable access to a property. When a driveway onto Estero Boulevard is unavoidable, the driveway shall be shared with an adjoining property if that property also has access only to Estero Boulevard. Otherwise, the driveway shall be spaced as far as practical from other driveways or intersections.

Sec. 34-707. - Commercial design standards.

The commercial design standards (§§ 34-991—34-1010 of this chapter) shall apply to all commercial and mixed-use buildings, or portions thereof, that are being newly built, and to "substantial improvements" to such buildings as defined in § ~~6-424~~ 6-405 of this LDC.

Secs. 34-708—34-930. - Reserved.

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

Section 4. 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 5. Any typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

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

Raymond P. Murphy, Mayor	___
Rexann Hosafros, Vice Mayor	___
Dan Allers, Council Member	___
Jim Atterholt, Council Member	___
Bill Veach, Council Member	___

ADOPTED this 15th day of November, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

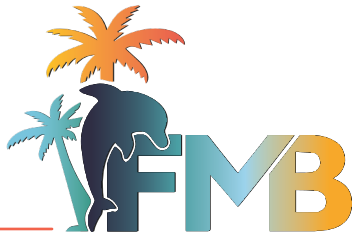
Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney



**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Fort Myers Beach Town Council
From: Sarah Propst, Community Development
Date: November 1, 2021
Re: CB Zoning District Language

Background

When the Commercial Boulevard (CB) zoning district was developed, it was designed to disallow expansion of uses and many change of uses without a planned development rezoning. Many parcels in this zoning district are built out with usable structures and infrastructure but the use of the units are limited by the previous use. This has resulted in a zoning district with decreasing usability over time. Staff was directed to provide solutions to maintain the usability of the Commercial Boulevard zoning district.

Proposed Solution

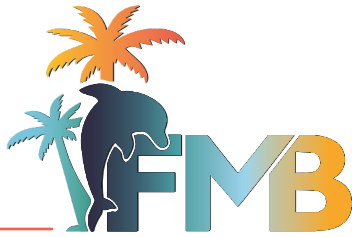
Staff proposes the attached strike-through underline language to modify how the code defines continuation of an existing use. The previous language defined existing commercial use as the use that was within the specific space, directly prior to the request for the use permit. The new language would allow a use permit for an office, retail or restaurant use within an existing space on a parcel that had previously had that use. For instance, if a retail store wanted to move into a previous office space, currently the code would not allow that. The new code would allow a retail use in that space if a retail use had been in existence on that property at some time in the past.

This is not an expansion of allowed uses but it does allow the same historical uses to be maintained. Bars and cocktail lounges may only be located in spaces where bar and cocktail lounges were directly prior to the use permit request, that use may not be expanded. Language has been included to allow existing outdoor dining areas and existing outdoor display of merchandise to be converted to another outdoor dining area or outdoor display area. That would not be an expansion of the use, simply a continuation of that use in that space.

Other changes made to this section of code were changes in wording to make the language more clear and correction of code references.

FORT MYERS BEACH ESTERO ISLAND

P. 239-765-0202 | **F.** 239-765-0909 | 2525 Estero Boulevard, Fort Myers Beach, FL 33931



LPA Discussion

At the LPA hearing on October 20, 2021 the LPA heard staff's proposal. Beverly Grady, Esq. who represents an owner of property within the CB zoning district, submitted documents for consideration (attached as Exhibit B). After discussion, the LPA recommended inclusion of both staff's and Ms. Grady's proposed language for Town Council's consideration.

Attachments

Attachment A -Ordinance 21-59

Attachment B – Documents submitted by B. Grady, Esq. during LPA hearing



October 18, 2021

Jason Green, Director
Town of Fort Myers Beach Community Development
2525 Estero Boulevard
Fort Myers Beach, FL 33931

RE: LDC Amendment to CB (Commercial Boulevard) Zoning District LPA
Meeting October 20, 2021

Dear Mr. Green:

Please be advised that this firm represents Himmelstein Associates LLC, the owner of 2815 Estero Boulevard, STRAP No. 30-46-24-W2-003L0.0050. Enclosed is a copy of the Fort Myers Beach zoning map reflecting the zoning designation of CB for the Subject Property (1). In addition, enclosed is a copy of an aerial from the Property Appraiser's website reflecting the Subject Property (2).

Background: Enclosed is the first page of a memorandum dated December 22, 1997 by Bill Spikowski discussing the adoption of Ordinance 97-21 (3). Note that Section 3 of the Ordinance provided

“on an interim basis development order applicants in C-1A, C-1 and C-2 zoning districts must rezone to planned development districts (except for any project that qualifies for “limited review” or any project in the redevelopment overlay zone at Times Square).”

Also attached as Composite Exhibit 3 is a copy of that portion of FMB Ordinance 97-21, Section 3. (4)

The Lee County C-1A, C-1 and C-2 zoning districts permitted numerous commercial districts and residential uses. When the Town was incorporated, the Lee County regulations stayed in effect. Those commercial zoning districts were in effect in the Town and the Town wanted on an “interim basis” ensure that certain commercial uses would not be permitted as a matter of right. In 2003 and 2004 the Town adopted its Land Development Code, including Chapter 34, and a zoning map respectively regarding the CB zoning district (formerly the C-1A, C-1 & C-2 parcels), which retained the restrictive limitation of the interim 1997 ordinance to only permit the existing use or require a rezoning to planned development district zoning.

As acknowledged in the staff report, the Town has received several complaints regarding the restrictiveness and limitations within the CB zoning district. It is the most restrictive zoning

district which limits property to a single primary use. A building was built in 1975 which has had the use of financial institution with 5 drive throughs. We would respectfully submit that use which his not listed in the use tables of the LDC is closest to retail.

We would request one (1) additional modification to the Ordinance which is very limited in scope.

The Subject Property is developed property with a 2,600+ square foot building and a drive-through area with 5 lanes and appropriate vehicle stacking area for the drive-throughs. It has extensive parking on the site. Enclosed is a survey (5)

The owner acquired the Subject Property in May 2021 and had to deed restrict the property from being used as a financial institutions for two years. The owner met with staff and shared the intent to occupy the site with a furniture & design business. The furniture includes Tommy Bahama furniture which franchise also permits the sale of some Tommy Bahama clothing, though that would be a relatively small area. The site has existing parking that far exceeds the demand of the proposed uses. Staff had shared with the buyer, then owner that staff was amending the CB section which would accommodate reasonable use. So will attend the LPA meeting to confirm that this ordinance will permit the intended uses.

After reviewing the draft we would request an additional to the language in Section 34-702(d), New or expanded commercial uses to be assured that retail is permitted upon adoption as follows:

- (3) For purposes of this section only, the following types of re-use of existing floor area shall be deemed to continuation of an existing commercial use rather than a new or expanded use: ...

(e) Conversion of existing space previously used as financial institution with drive-throughs to retail, small with outdoor display area.

We have placed our requested revision in the new Ordinance and placed in it in *italics* and placed it in green print so it stands apart from the staff proposed changes to the CB zoning district. See 6

Although the sale of furniture and providing design services is not specifically listed in the Land Development Code tables, we respectfully believe that it would fall under retail to be confirmed by the Director. Also financial institution is not listed in the table of uses in the LDC.

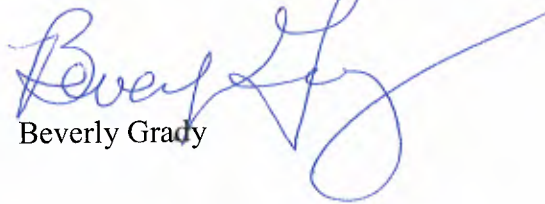
We believe that a financial institution with 5 drive throughs is equivalent to retail use.

Enclosed is the staff draft ordinance with the additional revision requested. We would request that the LPA support this modification to the draft ordinance to permit this retail use.

Very truly yours,

Jason Green, Director
Town of Fort Myers Beach Community Development
October 18, 2021
Page 3

ROETZEL & ANDRESS, LPA



Beverly Grady

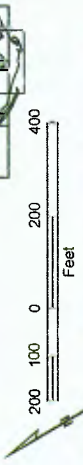
BG

Enclosures:

- 1)FMB zoning map reflecting the zoning designation of CB for the Subject Property
- 2)Aerial from the Property Appraiser's website reflecting the Subject Property
- 3)First page of a memorandum dated December 22, 1997 by Bill Spikowski discussing the adoption of Ordinance 97-21
- 4)Portion of FMB Ordinance 97-21, Section 3
- 5) survey
- 6)requested modification to draft ordinance regarding CB zoning district

Exhibit A Fort Myers Beach Official Zoning Map
(updated through April 1, 2004)

-- Zoning districts are surrounded by solid line --
-- For dotted outlines, see table for key --



zoning
map
not
extend
street

Streets



Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
00000000	000000000000000000	000000000000000000	0000	00000000	00000000	00000000

2

SPIKOWSKI PLANNING ASSOCIATES

1617 Hendry Street, Suite 307
Fort Myers, Florida 33901-2947

telephone: (941) 334-8866
fax: (941) 334-8878

e-mail: bill@spikowski.com
web site: <http://www.spikowski.com>

3

MEMORANDUM

TO: Mary Gibbs, Community Development Director
FROM: Bill Spikowski
DATE: December 22, 1997
SUBJECT: Recent Amendments to the Fort Myers Beach Land Development Code

Attached are the code amendments adopted by the Fort Myers Beach town council on December 15, 1997. The most important changes are as follows:

- SECTION 2:**
- ☐ Individual owners of condo units will be notified of zoning changes within 375 feet of their development.
 - ☐ Zoning applicants must submit sketches that indicate the physical character of what they are proposing to build.

- SECTION 3:**
- ☐ On an interim basis, development order applicants in C-1A, C-1 and C-2 zoning districts must rezone to a planned development district (except for any project that qualifies for "limited review" or any project in the redevelopment overlay zone at Times Square).

- SECTION 4:**
- ☐ [clarification of detailed standards in the redevelopment overlay district]

- SECTION 5:**
- ☐ The original requirement that all parking garages and commercial parking lots need a special exception has been restored.

- SECTION 6:**
- ☐ [clarification of detailed standards in the redevelopment overlay district]

- SECTION 7:**
- ☐ [clarification of detailed standards in the redevelopment overlay district]

AN ORDINANCE AMENDING THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, PROVIDING AUTHORITY; AMENDMENTS TO 34-202, GENERAL SUBMITTAL REQUIREMENTS FOR APPLICATIONS REQUIRING PUBLIC HEARING. SUBPARAGRAPH (B) OWNER-INITIATED APPLICATIONS; AMENDMENTS TO SEC. 34-841. PURPOSE AND INTENT. SUB PARAGRAPH (B) C-1A, C-1 AND C-2 COMMERCIAL DISTRICTS; AMENDMENTS TO SEC. 34-1141. PURPOSE AND INTENT. SUB PARAGRAPH (A) PURPOSE AND AFFECTED AREA; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (C) PERMITTED USES TABLE 1, PARKING LOT; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (C) PERMITTED USES FOOTNOTES TO TABLE 1; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (D) PROPERTY DEVELOPMENT REGULATIONS; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (E) OFF-STREET PARKING.(3) REQUIRED NUMBER OF SPACES; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (E) OFF-STREET PARKING.(4) JOINT USE OF OFF-STREET-PARKING LOTS. (D); AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (G) SANDWICH SIGNS; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (H) DEVELOPMENT STANDARDS; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (J) BUILDING REGULATIONS. (4); AMENDMENTS TO SEC. 34-1177. ACCESSORY APARTMENTS NOT REQUIRING OWNER-OCCUPANCY PARAGRAPH (B) APPLICABILITY; AMENDMENTS TO SEC. 34-1178. GUEST HOUSES; AMENDMENTS TO SEC. 34-1264. SALE OR SERVICE FOR ON-PREMISES CONSUMPTION. (B) LOCATION; PARKING; ADDING SEC. 34-1264. SALE OR SERVICE FOR ON-PREMISES CONSUMPTION. (K) ALCOHOLIC BEVERAGES IN RESTAURANTS; AMENDMENTS TO SEC. 34-1802. PROPERTY DEVELOPMENT REGULATIONS; AMENDMENTS TO SEC. 34-2020. REQUIRED [PARKING] SPACES; AMENDMENTS TO SEC. 34-2022. TEMPORARY PARKING LOTS; PARAGRAPH (B) SUB-PARAGRAPH (17); PROVIDING SEVERABILITY; EFFECT OF ORDINANCE AND EFFECTIVE DATE.

IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

SECTION 1. Authority. This Ordinance is enacted pursuant to the provisions of Chapter 95-494, Laws of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. Amendments to 34-202. General submittal requirements for applications requiring public hearing. subparagraph (b) Owner-initiated applications.

34-202. General submittal requirements for applications requiring public hearing. subparagraph (b) Owner-initiated applications.is amended to read as follows:

(b) Owner-initiated applications. Every application involving changes in zoning district boundaries, or a request for special exception, variance or special permit, initiated by a landowner, or his authorized agent, for his own property, shall include the following:

- (1) Authority. [no change]
- (2) Legal description. [no change]
- (3) Property owners list. The application shall include a complete list of all property owners, and their mailing addresses, for all property within 375 feet of the perimeter of the subject parcel or the portion thereof that is the subject of the request. This list shall include the owners of all individual condominium units within the 375-foot perimeter, plus the managing entity of any timeshare properties. For the purpose of this subsection, names and addresses of property owners, condominium owners, and timeshare managers will be deemed to be those appearing on the latest tax rolls of the county. The applicant shall be responsible for the accuracy of such list. This list is for the purpose of mailing notice to property owners within 375 feet of the property described. The notice is a courtesy only and is not jurisdictional. Accordingly, failure to mail or to timely mail such notice or failure of any affected property owner to receive mailed notice will not constitute a defect in notice or bar the public hearing as scheduled.
- (4) Property owners map. [no change]
- (5) Deed restrictions. [no change]
- (6) Land use classification. [no change]
- (7) Affidavit regarding proposed use. [no change]
- (8) ~~Hazardous materials emergency plan for port facilities. Any applicant seeking a rezoning for a private port facility must submit a hazardous materials emergency plan, which will be subject to the approval of the county divisions of emergency management, water resources and planning, and of the appropriate fire district. The plan must provide for annual monitoring for capacity and effectiveness of implementation. At the minimum, the plan must comply with the spill prevention control and countermeasure plan (SPCC) called for in the federal oil pollution prevention regulations, 40 CFR 112, as amended.~~
- (9) (8) Additional material. Additional material, depending on the specific type of action requested, shall be required as set forth in section 34-203(a) through (g). In addition, all applications for PD planned development zoning, variances, special exceptions, and special permits must be accompanied by a sketch or sketches that indicate the physical character of the proposed building(s), and in the case of variances, the difference between the proposal and the configuration that would be allowed without the variance.

SECTION 3. Amendments to Sec. 34-841. Purpose and intent. sub paragraph (b) C-1A, C-1 and C-2 commercial districts.

Sec. 34-841. Purpose and intent. sub paragraph (b) C-1A, C-1 and C-2 commercial districts. is amended to read as follows:

(b) C-1A, C-1 and C-2 commercial districts. The purpose and intent of the C-1A, C-1 and C-2 districts is to regulate the continuance of commercial and select residential land uses and structures lawfully existing in the C-1A, C-1 and C-2 districts as of August 1, 1986, and as originally permitted by the county zoning regulations of 1962, as amended, and 1978, as amended, respectively. Subsequent to February 4, 1978, no land or water shall be rezoned into the C-1A, C-1 or C-2 districts. In no case shall new development be permitted in any existing C-1A, C-1 or C-2 district which is not consistent with the Lee Plan. Subsequent to [date of amendment adoption], as an interim measure during the formulation and implementation of a new comprehensive plan for the town of Fort Myers Beach, development orders within the town limits on private property zoned C-1, C-1A or C-2 must be preceded by the rezoning of said property to one of the PD planned development districts, except for following types of development:

(1) Development or redevelopment pursuant to the Fort Myers Beach Redevelopment Overlay District (see Section 34-1145), provided all activities fully comply with the overlay district, including all provisions otherwise considered optional.

(2) Development that qualifies for the "limited review" process under Section 10-174 of this code.

SECTION 4. Amendments to Sec. 34-1141. Purpose and intent. Sub paragraph (a) Purpose and affected area

Sec. 34-1141. Purpose and intent. Sub paragraph (a) Purpose and affected area is amended to read as follows:

(a) Purpose and affected area. This redevelopment overlay district is designed to stimulate the revitalization of the original commercial district on Estero Island. This district is known as the Downtown of Fort Myers Beach and is described in a set of maps attached hereto and incorporated herein by reference. One of these maps, entitled Proposed Land Use by District, shows four distinct districts: (1) Old San Carlos; (2) Time Square; (3) Crescent Street; and (4) Estero/Beachfront. Some regulations herein apply only to one or more of these districts, which are referred to by these names (for example, permitted uses in Table 1). In other cases the context indicates that special regulations only apply to parcels directly fronting on one of these streets (for example, street setbacks in Table 2).

SECTION 5. Amendments to Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses TABLE 1, Parking lot.

Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses TABLE 1, Parking lot is amended to read as follows:

LAND USES	SPECIAL NOTES	OLD SAN CARLOS DR.	TIMES SQ.	CRESCENT	ESTERO
Parking lot	34-3049				BEACH
Accessory		P	P	P	P
Commercial		P SE	SE	-	SE
Garage, public parking		P SE	SE	-	SE
Temporary	34-2022	P	P	P	P

SECTION 6. Amendments to Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses footnotes to TABLE 1.

Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses footnotes to TABLE 1 are amended to read as follows:

~~Original notes from Table 34-934: (reprinted here only when referenced above)~~
Notes applying to the Fort Myers Beach Downtown District only;

SECTION 7. Amendments to Sec. 34-1145. Modified development regulations sub paragraph (d) Property development regulations.

Sec. 34-1145. Modified development regulations sub paragraph (d) Property development regulations is amended to read as follows:

(d) Property development regulations. In the same manner as for Table 1, new property development regulations for the Fort Myers Beach Downtown District are shown in Table 2.



www.exactaland.com | Office: 866.755.1916 | Fax: 866.744.2882



PROPERTY ADDRESS:
2815 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931

SURVEY NUMBER: FL2102 4794

DATE OF SURVEY: 03/16/21

FIELD WORK DATE: 3/9/2021

REVISION DATE(S):

(REV1 3/16/2021) (REV1 3/9/2021)

POINTS OF INTEREST

1 ASPHALT PARKING OVER FLORIDA POWER AND LIGHT EASEMENT

SURVEYORS CERTIFICATE

I hereby certify that this Survey of the lands described herein was made under my direct supervision, and to the best of my knowledge and belief is a true and accurate representation of said lands and meets the Standards of Practice set forth in Chapter SJ-15.053, Florida Administrative Code, pursuant to section 472.027, Florida Statutes. This survey is not valid without the signature and original notated seal of a Florida licensed surveyor and mapper, except when the electronic signature and seal of a Florida licensed surveyor and mapper is affixed hereto.



KENNETH L. WARD
State of Florida Professional Surveyor and Mapper
License Number 5646
Exacta Land Surveyors, LLC | LBR 8291

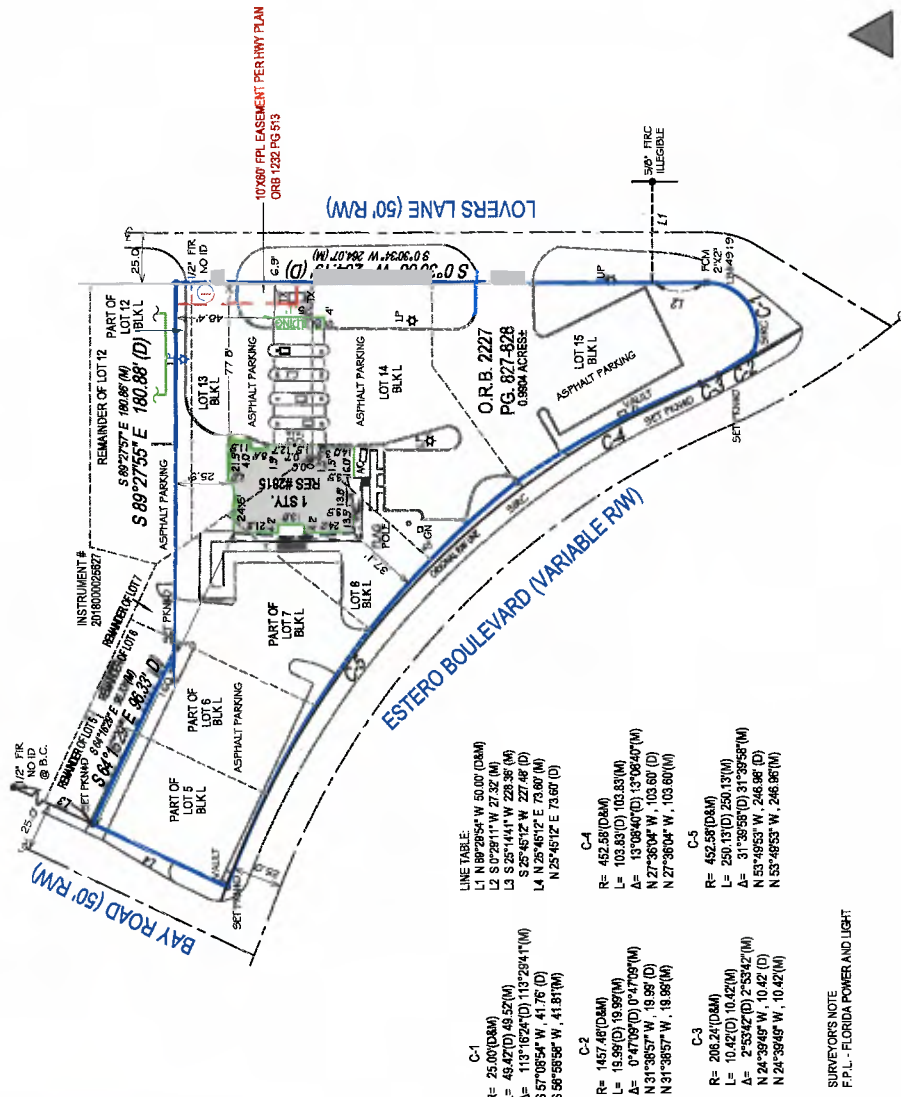


Exacta Land Surveyors, LLC
c: 866.755.1916 | f: 866.744.2882
11746 Fowler Lakes Drive, Suite 117, Fort Myers, FL 33913



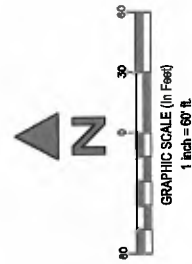
AFFILIATE MEMBERS

FL2102.4794
BOUNDARY SURVEY
LEE COUNTY



LINE TABLE:	
L1	N 88° 28' 54" W, 50.00' (D&M)
L2	S 0° 28' 11" W, 27.32' (M)
L3	S 25° 14' 11" W, 228.38' (M)
L4	N 25° 45' 12" W, 227.48' (D)
L5	N 25° 45' 12" E, 73.80' (M)
L6	N 25° 45' 12" E, 73.80' (D)
C-1	
R	25.00' (D&M)
L	49.42' (D) 49.52' (M)
A	113° 16' 24" (D) 113° 29' 14" (M)
S	57° 08' 54" W, 41.76' (D)
S	56° 58' 56" W, 41.81' (M)
C-2	
R	1457.46' (D&M)
L	15.59' (D) 15.99' (M)
A	0° 47' 08" (D) 0° 47' 09" (M)
N	31° 38' 57" W, 18.98' (D)
N	31° 38' 57" W, 18.98' (M)
C-3	
R	206.24' (D&M)
L	10.42' (D) 10.42' (M)
A	2° 53' 42" (D) 2° 53' 42" (M)
N	24° 38' 49" W, 10.42' (D)
N	24° 38' 49" W, 10.42' (M)
C-4	
R	452.58' (D&M)
L	103.83' (D) 103.83' (M)
A	13° 08' 40" (D) 13° 08' 40" (M)
N	27° 38' 04" W, 103.80' (D)
N	27° 38' 04" W, 103.80' (M)
C-5	
R	452.58' (D&M)
L	250.13' (D) 250.13' (M)
A	31° 38' 57" (D) 31° 38' 57" (M)
N	57° 48' 53" W, 246.96' (D)
N	57° 48' 53" W, 246.96' (M)

SURVEYORS NOTE
F.P.L. - FLORIDA POWER AND LIGHT



SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

6

Subdivision V. - CB Zoning District

Sec. 34-701. - Purpose.

The purpose of the CB (Commercial Boulevard) district is provide standards for existing commercial uses and certain other uses along those portions of Estero Boulevard where the "boulevard" classification of the Fort Myers Beach Comprehensive Plan promotes a mixed-use development pattern.

Sec. 34-702. - Applicability.

- (a) *Continued use.* The regulations in this code section subdivision ~~allow~~ apply to the continued use of existing buildings and structures for allowable uses as defined in § 34-703 below, on all properties zoned CB.
- (b) *Enlarging or replacing buildings for existing commercial uses.* The regulations in this code section subdivision also ~~allow~~ apply to the following activities:
 - (1) Physical enlargement of buildings or structures containing existing commercial uses, provided that the improvements do not constitute a "substantial improvement" as that term is defined in § ~~6-424~~ 6-105 of this code, and
 - (2) Replacement buildings for existing commercial uses that will not increase the existing floor area ratio, as that term is defined in § 34-633 of this chapter.
- (c) *Enlarging or replacing buildings for all other allowable uses.* The regulations in this code section subdivision also ~~allow~~ apply to the physical enlargement of and replacement of buildings for all allowable uses, other than existing commercial uses (which are governed by subsection (b) of this section) or new or expanded commercial uses (which are governed by subsection (d) of this section).
- (d) *New or expanded commercial uses.* In accordance with Policies 4-B-5 and 4-C-3-iv of the Fort Myers Beach Comprehensive Plan:
 - (1) New or expanded commercial uses in the "boulevard" category of the Fort Myers Beach Comprehensive Plan require rezoning as a commercial planned development (see § 34-951 of this chapter).
 - (2) Physical enlargements of existing commercial buildings that constitute a "substantial improvement" as that term is defined in § ~~6-424~~ 6-105 of this LDC also require rezoning as a commercial planned development.
 - (3) For purposes of this section only, the following types of re-use of existing floor area shall be deemed a continuation of an existing commercial use rather than a new or expanded commercial use:
 - a. Conversion of an existing space to office, retail or restaurant use, when that use previously existed on that parcel; An-existing-office-use-converted-to-another-office-use;
 - ~~b. An existing retail use converted to another retail use or to an office use;~~
 - ~~c. An existing restaurant converted to another restaurant or to a retail or office use;~~
 - ~~b~~d An existing bar or cocktail lounge converted to another bar or cocktail lounge or to a restaurant, retail, or office use.
 - c. Existing areas of outdoor dining may be converted to another outdoor dining area.
 - d. Existing areas of outdoor display of merchandise may be converted to another outdoor display of merchandise area.
 - e. Conversion of existing space previously used as financial institution with drive-through to retail, small with outdoor display.

7

Sec. 34-703. - Allowable uses.

- (a) In the CB district, allowable uses are defined as any of the following:

1. Requested Motion:

Meeting Date: November 1, 2021

Approve and authorize the Town Manager to execute contract documents with Wright Construction for the Bayside Park Improvements in the amount of N.T.E. \$885,346 including \$44,267.30 contingency and appropriate and allocate additional funds from Fund 41 as necessary.

Why the action is necessary:

Award the bid, authorize the execution of contract documents and begin construction.

What the action accomplishes:

Authorizes the Town Manager to execute a contract with Wright Construction.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

ITB-21-16-PW was issued and properly advertised on April 15, 2021 for the Bayside Park Improvements project. Bids were due by May 26, 2021. The ITB resulted in 1 submittal in the amount of \$1,448,955. This bid amount was offered by Wright Construction, which has indicated an interest to further negotiate the cost proposal. After negotiations, the final bid amount is \$885,346, which includes an owner-controlled contingency of \$44,267.30 (five percent).

As the Town Council may recall, \$1M of the \$10M loan costs were removed due to its "taxable" nature; therefore, funding is available to cover the cost of the project.

DRMP will provide construction administration and engineering inspection services for this project.

Attachments:

1. Bayside Park Improvements_Bid Package
2. Bayside Park GMP Submission
3. Bayside - VE Opportunities - 2021-10-18
4. ITB-21-18-PW Bayside Park Improvements Draft CC Agreement

Financial Impact:

The funding source for the project is Fund 41, Community Enhancement Fund.

6. Alternative Action

Approve/Deny Bid

7. Management Recommendations:

Execute the contract documents and begin construction.

8. Recommended Approval:

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

Created/Initiated - 10/25/2021
Approved - 10/26/2021
Approved - 10/27/2021
Approved - 10/27/2021
Final Approval - 10/27/2021



PART D
BIDDER SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE BIDDER IN PREPARING A COMPLETED BID SUBMITTAL

IMPORTANT: Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

- ☒ 1. No. FMB:003 Official Bid Form, pg. D-2, insert firm name at the bottom of the page
- ☒ 2. Signed copy of each addendum, if any.
- ☒ 3. No. FMB:003 Official Bid Form, pg. D-3, insert Project Cost and any Alternates (if required)
- ☒ 4. No. FMB:003 Official Bid Form, pg. D-5, all addenda issued, if any, have been acknowledged. (*If a replacement proposal bid form or bid schedule page was issued with any addenda, replacement page is used for submitting a bid)
- ☒ 5. No. FMB:003 Official Bid Form, pg. D-5, substantial and final completion days inserted (if required)
- ☒ 6. No. FMB:003 Official Bid Form, pg. D-6, has been properly signed with the corporate seal (if applicable). Attested to by the Secretary.
- ☒ 7. No. FMB:001 Bid Bond / Cashier's Check/Certified Check have been submitted with the bid in the amount indicated
- ☒ 8. No. FMB:003 Official Bid Form, Bid Schedules & Disk (if applicable), have been properly completed, unit price extensions and totals have been checked for accuracy
- ☒ 9. Any other submittals required in Part B, "Legal Notice to Bidders, Paragraph 3. Submittal of Bids."
- ☒ 10. Erasures or other changes made to the bid have been initialed by the person signing the bid
- ☐ 11. No. FMB:004 Contractor's Qualification Questionnaire (properly completed, signed and notarized)
- ☒ 12. No. FMB:005 Schedule D, DBE Participation form; completed and signed or good faith documentation. (when applicable)
- ☐ 13. Proof of a "Good Faith Effort" in attempting to obtain DBE's for this project. (If subcontractors will be used and no DBE's are listed on Schedule D.) (when applicable)
- ☒ 15. No. FMB:019 Public Entities Crime Form
- ☒ 16. No. FMB:021 Non-Collusion Affidavit
- ☒ 17. No. FMB:022 Trench Safety Affidavit (when applicable)
- ☒ 18. No. FMB:024 List of Sub Contractors
- ☒ 19. No. FMB:023 Material Manufacturers
- ☒ 20. No. FMB:100 Affidavit Certification Immigration Laws (Signed and notarized)
- ☒ 21. All required documents submitted (1 original and 1 PDF on disc or flashdrive)
- ☒ 22. Bid properly sealed in an envelope and marked "Sealed Bid", bidders name; project name; solicitation number; date and time of opening



TOWN of FORT MYERS BEACH

BID NO. ITB-21-18-PW

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

Bayside Park Improvements
ITB-21-18-PW

Bids are to be submitted by

7/19/2021@ 2:00 P.M. EST,

to:

TOWN OF FORT MYERS BEACH
TOWN HALL
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931

BID OPENING:

LOCATION: Council Chambers
2525 Estero Blvd.
FORT MYERS BEACH, FL 33931

7/19/2021 @ 2:15 P.M. EST

TOWN COUNCIL FORT MYERS BEACH
LEE COUNTY, FLORIDA

BIDDER: Wright Construction Group, Inc.
(Individual or Firm Name)



ADDENDUM TO CONTRACT DOCUMENTS

ITB-21-18-PW

Addendum No.: 1

CONTRACT/PROJECT NAME: Bayside Park Improvements

DATE OF ISSUE: June 23, 2021

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

CLARIFICATION/ADDITIONS

1. **Additional bid specifications and drawings not included in the Specifications document originally posted for Bayside Park Improvements are both attached to this Addendum and posted on DemandStar. These documents include Architecture, Electrical, Structural, and Construction Plans.**
2. **The following clause is to be included as part of the ITB documents, and the Construction Contract Draft Agreement as required by Florida Legislature:**
 - a. *As a condition precedent to entering into this AGREEMENT*, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

QUESTIONS

The following questions were received via email:

Q: "I've downloaded the documents on Demandstar for the Bayside Park Improvements, but I am not seeing the project plans."

A: **Please see Clarification/Additions Item #1. Additional documents are attached and published.**

Please Print _____

Wright Construction Group 239 481-5000

Company Name & Phone Number

[Signature]

Signature

Jason Freeman, Contracts Manager
bids@fmbgov.com
239-765-0202 ext. 1401



ADDENDUM TO CONTRACT DOCUMENTS

ITB-21-18-PW

Addendum No.: 2

CONTRACT/PROJECT NAME: Bayside Park Improvements

DATE OF ISSUE: July 14, 2021

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

CLARIFICATION

The following structural plan sheets are to be substituted with the plan sheets included in Addendum #1: S001, S101, S102, S500 and S501. The sheets to replace are attached to this addendum as Attachment A.

NON-MANDATORY PRE-BID MEETING

Minutes for the June 29, 2021, Non-Mandatory Pre-Bid Meeting are attached to this addendum as Attachment B.

QUESTIONS

The following questions were received email:

Q: "On sheet S001 there is reference to a geotechnical report by ECS Florida, LLC project number 60:1220 dated April 30, 2020 for 16 inch augercast piles. Could you please provide me with this report?"

A: **Geotechnical Report is attached to this addendum as Attachment C.**

Q: "What are the type S1 fixtures on drawing E2?"

A: **See attached revised plan for S1 as Attachment D.**

Q: "Provide section detail at ramp on structural drawings with the sizes of footings, slabs and rebar."

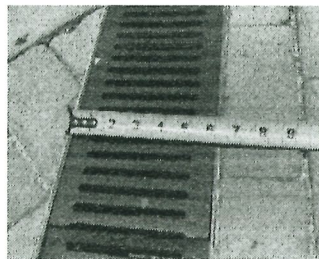
A: **See SK-1 (Attachment E).**

Q: "Provide structural details, foundations for seat wall on D4/HS-02. Existing detail says 'see structural' but no details appear on structural drawings."

A: **See SK-2 (Attachment E).**

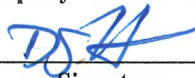
- Q: "Details A3 & D4/A201 show a slab overhang with drip edge at the edge of the stage. These details are not shown on the structural drawings. Please provide additional structural information."
- A: **See SK-3 (Attachment E).**
- Q: "Provide a final design or material allowance amount for the custom grates detail D9/HS-03."
- A: **The Town of Fort Myers Beach will provide these custom grates. Please omit from bid tabulation.**
- Q: "Please provide a specification for the existing trench drain. Replacing the exiting drains may be necessary."
- A: **The construction documents show the existing trench drain is to remain. Should replacement of the existing trench drains become necessary during construction, the design team will work with the contractor to develop a solution and handle with a change order.**
- Q: "On C6.0, there is a conflict with an existing forcemain and one of the future veterans monuments. Please advise on how to resolve."
- A: **Monuments are shown for reference only. Final design and installation is by others and not included in this contract.**
- Q: "Where is the work to stop at the veterans monuments?"
- A: **Monuments are shown for reference only. Final design and installation is by others and not included in this contract.**
- Q: "Please provide information for column types C1 and C2 (S101)"
- A: **See detail 7/S500 for more information for column type C1. Column type C2 are the veterans monuments by others.**
- Q: Provide an auger cast piling depth to bid for the project. The drawings and geotechnical report do not give a clear answer in regards to a defined depth.
- A: **See detail 7/S500 for more information for column type C1. Column type C2 are the veterans monuments by others.**
- Q: Please confirm that light "LD" noted on sheet E2 is the same light specified as "LC" on the fixture schedule on E4.
- A: **LD is the bench tape light noted as Type LC on lighting fixture schedule.**
- Q: What is the size of the vault to be demolished under the pavilion?
- A: **The vault is approximately 5' x 6'.**
- Q: What is contained in the vault to be salvaged?
- A: **The vault contains fountain pump equipment and other related appurtenances.**

- Q There is currently a staging area for another project under the bridge between Crescent/San Carlos and 2nd/3rd. Will there be an area similar to this where we can stage for this project?
- A: **The Town will work with the contractor to establish a staging area for the project.**
- Q The existing trench drain grate is 6" but the specified replacement (ON4-24102HP) is a 4" grate. Provide correct specification for replacement grates. Picture of existing grate is attached for reference.
- A: **The Town of Fort Myers Beach will provide these custom grates. Please omit from bid tabulation.**



Please Print DUSTIN HEATH 239 . 481. 8000

Company Name & Phone Number


Signature

Jason Freeman, Contracts Manager
bids@fmbgov.com
239-765-0202 ext. 1401



PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

7/19/2021
(DATE)

2:00 P.M. EST
(TIME)

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

1. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN
2. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

Bayside Park improvements
ITB-21-18-PW

in full accordance with the drawings and specifications prepared in accordance with the Town's Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Town of Fort Myers Beach, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:



**SCHEDULE OF VALUES
TOWN OF FORT MYERS BEACH
BAYSIDE PARK IMPROVEMENTS**

SCHEDULE OF VALUES TOWN OF FORT MYERS BEACH BAYSIDE PARK IMPROVEMENTS					
ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization (<5%)	5%	LS		68,986
2	Performance, Payment, and Maintenance Bond Premiums and Insurance	1%	LS		13,797
3	Field Layout and As Builts (1%)	1%	LS		13,797
	ARCHITECTURAL				
A1	Permit Fees & Inspections	1	LS	9,177.30	9,177
A2	Quality Control - Lab Testing	1	LS	13,352.41	13,352
A3	Site Demolition	7200	SF	11.52	82,950
A4	Structure Demolition	160	SF	54.19	8,671
A5	Concrete Pads	18.0	EA	16,388.87	295,000
A6	Concrete Masonry	78	EA	936.90	73,079
A7	General - Metals	1	LS	-	-
A8	Structural Steel	490	SF	225.44	110,468
A9	Metal Decking	490	SF	93.65	45,887
A10	Metal Fabrications	32	LF	793.10	25,379
A11	General Carpentry	1	LS	-	-
A12	Rigid Insulation	490	SF	-	-
A13	Metal Roofing	490	LS	47.02	23,042
A14	Access Doors	2	LS	-	-
A15	Concrete Sailing	490	SF	56.88	27,872
A16	Painting	6,860	SF	1.03	7,070
A17	General Electrical	1	LS	71,543.00	71,543
A18	Soil Treatments	490	SF	1.16	567
	LANDSCAPE				
L1	Decorative Concrete (Shell Broadcast) (allow for replacement of existing damaged)	1,100	SF	17.30	19,034
L2	Decorative Pavers (Sand Set Clay)	1,900	SF	12.67	24,069
L3	Artificial Turf	2,127	SF	15.06	32,030
L4	4" Fine Aggregate	24	CY	-	-
L5	6" Drainfield Gravel with filter fabric	35	CY	-	-
L6	Benches	4	EA	4,982.25	19,929
L7	Trash & Recycle Receptacle	2	EA	4,671.36	9,343
L8	Bike Rack	2	EA	634.48	1,269
L9	Barrier Free Water Fountain	1	EA	16,711.75	16,712
L10	Tree Grates	8	EA	56.65	453
L11	Trench Drain Grates	200	LF	3.40	680
L12	Concrete Seat Wall W/ Stone Cladding	37	LF	558.54	20,666
L13	Pole Lights (Dual Board/Banner/Outlet)	5	EA	3,432.99	17,165
L14	Controller (allow for coordination)	1	EA	37,281.37	37,281
L15	Well Light (LV)	16	EA	2,716.23	43,460

L16	Shade Sail Column Light (LV)	10	EA	1,193.84	11,430
L17	Linear LED Seat Wall Light	37	LF	61.79	11,938
L18	Spec. Tree Up Light	2	EA	985.14	2,286
L19	Electrical Conduit	400	LF	4.93	1,970
L20	Controller (allow)	1	EA	-	
L21	Spec. Gumbo Limbo Tree	1	EA	2,522.06	2,522
L22	Coconut Palm	2	EA	6,118.20	12,236
L23	Native Grasses	77	EA	20.39	1,570
L24	Rain Garden Substrate	30	CY	90.00	2,700
L25	Coconut Fiber Slope Mat	690	SF	1.07	736
L26	Root Barrier. 24" Depth, .024" Min Thickness	150	LF	47.48	7,122
L27	Root Barrier. 36" Depth, .024" Min Thickness	55	LF	69.71	3,834
L28	Whole Shell Mulch 1CF Bags	160	EA	28.89	4,623
L29	Irrigation	1	LS	11,273.35	11,273
	UTILITY				
U1	16" Tapping Sleeve and Valve	2	EA	39,742.50	79,485
U2	16" DIP Water Main Open Cut Including 4 45 Degree Elbows	45	LF	816.40	36,738
U3	16" DIP Caps	2	EA	2,388.72	4,777
U4	Remove 16" DIP	40	LF	177.68	7,107
U5	3/4" SCH80 PVC	120	LF	72.08	8,650
U6	1" SCH80 PVC	5	LF	136.01	680
U7	1.5" SCH80 PVC	10	LF	110.80	1,108
U8	Backflow Preventer	2	EA	2,991.75	5,984
U9	3/4" Gate Valve	1	EA	544.45	544
U10	2" Conduit	100	LF	79.28	7,928
	Subtotal				
4	Demobilization (Project Closeout)	5%	LS		20,000
5	Contingency	5%	LS		68,986
		Total:	\$	1,448,955	
#1 BID ALTERNATE	Coconut Palm	6	EA		23,000
#2 BID ALTERNATE	Replace Artificial Turf for Decorative Pavers (Sand Set Clay)	2127	SF		

3. The BIDDER hereby agrees that:

- (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the bidder has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.



- (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid security shall be forfeited.



TOWN of FORT MYERS BEACH
PART D
FMB:003 - OFFICIAL BID FORM
(4 of 5 Pages)

BID NO. ITB-21-18-PW

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1 Dated: 6/23/2021 Addendum No. _____ Dated _____

Addendum No. 2 Dated: 7/14/2021 Addendum No. _____ Dated _____

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantially complete in 180 consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in 210 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.



PART D
FMB:003 - OFFICIAL BID FORM
(5 of 5 Pages)

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this documents. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Fred Edman
(Name of License Holder)

P05000013433
(State Certificate No.)

9802719 Lee County
Business Tax Receipt No. (Specify jurisdiction)

CGC 053444
(State Registration No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this
20th day of July, 2020.
2021

Fred Edman

By: Printed

By: Signature

TITLE: President

Wright Construction Group, Inc.

Company Name

5811 Youngquist Rd.

Mailing Address

Fort Myers, FL 33912

City, State, and Zip

Fred Edman

Contact Person

fred.edman@wcgfl.com

E-mail / Contact Person

(239) 481-5000

Telephone Number

(239) 481-2448

Fax Number

ATTEST:

(Seal)

Secretary



TOWN of FORT MYERS BEACH

BID NO. ITB-21-18-PW

PART D
FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Wright Construction Group, Inc. as Principal, and
(BIDDER'S Name)

Western Surety Company a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF \$ Five Percent of Amount Bid (5%)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 19th day of July, 2021

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

Bayside Park Improvements
ITB-21-18-PW

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such time period as the TOWN may allow, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal

Brian S...
By: Witness Signature

Wright Construction Group, Inc. (SEAL)
Principal

Paul M... (SEAL)

Witness as to Surety

Rita Lazarides
By: Witness Signature

Western Surety Company
Surety's Name

Rita Lazarides, Witness

By: As-Attorney-in-Fact, Surety Kevin R. Wojtowicz

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laura D Mosholder, Charles J Nielson, D A Belis, Brett M Rosenhaus, Kevin R Wojtowicz, Charles D Nielson, David R Hoover, Daniel F Oaks, Individually

of Miami Lakes, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of July, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(1 of 7 Pages)

BID NO. ITB-21-18-PW

THIS FORM MUST BE ON FILE WITH TOWN OF FORT MYERS BEACH, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931, AND BE CURRENT WITHIN TWELVE (12) CALENDAR MONTHS OR COMPLETED AND SUBMITTED WITH THIS BID PACKAGE. ANY CHANGES WHICH AFFECT THE ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE TOWN. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE CONTRACTOR RESPONSIBILITY MAY BE GROUNDS FOR THE CONTRACTOR TO BE DECLARED NOT A RESPONSIBLE CONTRACTOR FOR THIS BID OR FUTURE BIDS WITH TOWN OF FORT MYERS BEACH.

Submitted By: Fred Edman

☒ CORPORATION - Date of Incorporation: 1/26/2005 State of Florida
Incorporation: _____

If Out of State Corporation, currently authorized to do business in Florida,
give date of such authorization: _____

☐ PARTNERSHIP - Date of Organization: _____ Nature of Partnership: General ☐
Limited ☐
Association ☐

☐ INDIVIDUAL - Name and Address of Owner _____

☐ JOINT VENTURE - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

☒ OTHER - Explain _____

Parent Company Office Address (if any): _____

Principal Office Address: 5811 Youngquist Rd. Fort Myers, FL 33912

Name of Project (if applicable): _____

Person to Contact: Fred Edman

Title: President Telephone No.: 239-481-5000



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(2 of 7 Pages)

BID NO. ITB-21-18-PW

Type of Work (file separate form FMB:004 for each classification of work):

The signee of this questionnaire guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the Town of Fort Myers Beach deemed necessary by the Town to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a _____ Contractor under your present name?

75 Years

2. Under what other or former names has your organization operated?

N/A

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Fred Edman	President	5811 Youngquist Rd. Fort Myers, FL 33912	2001
Andy Powell	Vice-President	5811 Youngquist Rd. Fort Myers, FL 33912	2006
Mitch Bueltel	Treasurer	5811 Youngquist Rd. Fort Myers, FL 33912	2006



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(3 of 7 Pages)

BID NO. ITB-21-18-PW

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

JURISDICTION	TRADE	STATE CERT. NO.	TOWN'S COMP. NO.	STATE REG. NO.	TOWN'S OCC. LIC. NO.	STATE PERMIT	EXPIRE DATE
State of FL	GC	CG053444					8/31/2022
City of Fort Myers	GC				BUS202-00889		9/30/2021
State of FL	GC	P05000013433					12/31/2021
Lee County	GC	CG053444			9802719		9/30/2021

5. List jurisdictions in which your organization's partnership or trade name is filed:

N/A - no additional trade name

6. If the answer to any of the questions below is YES, please attach details. Reference sheets to question number.

6.1 Has your organization ever failed to complete any work awarded to it?

YES ☐ NO ☒

See Sheet No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

YES ☐ NO ☒

See Sheet No. _____

6.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years?

YES ☐ NO ☒

See Sheet No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another?

YES ☐ NO ☒

If so, state the name of the individual, name of owner, when, where, and the reason therefore:

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project?

YES ☐ NO ☒

If so, state the name of the individual, other organization, when, where and the reason therefore:



PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(4 of 7 Pages)

9. Has your organization ever been refused registration by a Federal, State or Municipal Agency as a Pre-qualified Bidder or Qualified Bidder for construction contracts? YES ☐ NO ☒
- If so, for what type of work? _____
- Give details and reason: _____
10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:
- 47 employees, 4 estimators, 18 superintendents, 13 project managers
(use extension sheet if necessary and reference sheet number herein: _____)
11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information:
- 11.1 Name and present position or capacity
- 11.2 Years of construction experience, type of work, position or capacity and cost range
- 11.3 Years of related construction experience, type of work, position or capacity and cost range
- 11.4 Brief education and professional registrations
12. List of type of work normally provided by your own work forces:
- Construction management including estimating project management and field supervision.
13. Indicate type of contracting undertaken by your organization and number of years experience:
- As General Contractor 75 Years Construction Management Type
- As Sub-Contractor _____ Years _____ Type
14. Attach the prime construction contracts your organization has underway on this date 7/21/2021
- The list shall include the following information: (reference sheet numbers herein: 14)
- 14.1 Project Title and Location
- 14.2 Contractor or Sub-Contractor
- 14.3 Contract Amount and Date of Contract
- 14.4 Percent of Project Constructed by Sub-Contractors
- 14.5 Percent Complete
- 14.5 Project Manager or Superintendent
- 14.6 Required Completion Date
- 14.7 Name, Address and Telephone Number of Owner
- 14.8 Designing Architect/Engineer and Address



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(5 of 7 Pages)

BID NO. ITB-21-18-PW

15. Attach a list of the no fewer than five (5) prime construction contracts involving marine construction, including seawall construction and dune walkover/handicap accessible ramps, completed in the past five (5) years by your organization.

The list shall include the following information: (reference sheet numbers herein: 15)

- 15.1 Project Title, Location, and Brief Description of Work Performed
- 15.2 Contractor or Sub-Contractor
- 15.3 Contract Amount and Date of Contract
- 15.4 Percent of Project Constructed by Sub-Contractors
- 15.5 Date Complete
- 15.6 Project Manager or Superintendent
- 15.7 Required Completion Date
- 15.8 **Name, Address and Telephone Number of Owner**
- 15.9 Designing Architect/Engineer and Address

16. Attach any construction contracts your organization has contracted with Town of Fort Myers Beach that are either underway or completed.

The list shall include the following information: (reference sheet numbers herein: 16)

- 16.1 Project Title and Location
- 16.2 Contractor or Sub-Contractor
- 16.3 Original Contract Amount and Date
- 16.4 Final Contract Amount
- 16.5 Percent of Project Constructed by Sub-Contractors
- 16.6 Project Manager or Superintendent
- 16.7 Required Completion Date
- 16.8 **Name, Address and Telephone Number of Owner**
- 16.9 Town Sponsoring Department



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(6 of 7 Pages)

BID NO. ITB-21-18-PW

17. If General Contractor, list one or more of the following subcontractors who have been associated with you on any of the projects listed above:

SUB-CONTRACTOR (Name and Address)

17.1 Carpentry

17.2 Structural

17.3 Hardware

17.4 Three (3) other major subcontractors:

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

Nilsson Bonds, Kevin Wojtowicz - 1126 Central Ave. Tampa, FL 1 800-965-9597

19. List no less than three (3) and preferably five (5) financial references:
See attached.



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(7 of 7 Pages)

BID NO. ITB-21-18-PW

20. What is the largest contract (dollar cost) ever performed by your organization?
70 million

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?
100 million

Dated at 9:35 am this 21st day of July 2014

Wright Construction Group, Inc.
Name of Organization

BY:

President

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF Florida
COUNTY
OF Lee

The foregoing instrument was signed and acknowledged before me this 21st day of July, 2014

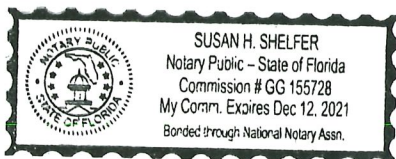
by Fred Edman who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification and Number)

Susan H. Shelfer
Notary Public Signature

Susan H. Shelfer
Printed Name of Notary Public

Notary Commission Number/Expiration





Scott Loiacano — Project Executive

INDUSTRY EXPERIENCE: 20 | YEARS AT WRIGHT: 20

Scott has 20 years of experience in construction management at Wright Construction. He is responsible for overall project management including: creating and updating project schedules, overseeing all document controls, coordinating project meetings, maintaining a relationship with the project architect and owner, managing all office support personnel and field supervision, handling all financial aspects of the project (contracts, change orders, purchase orders, monthly billings) and supervising the overall success of a project. Scott has extensive experience working with governmental agencies and also Varco Pruden Metal Structures.

RELEVANT EXPERIENCE

FGCU Alico Arena (Phase I and II)

Phase I - Improvements were made to a 15-year-old facility in order to elevate FGCU to the standards of other Division I programs in the nation. The new construction included an 11,000 SF addition to the existing arena for the new academic center and expanded sports medicine area. *Lee County, FL*

Phase II - The 10,000 SF Alico Arena strength and training facility was completely renovated by Wright Construction. The renovation included the removal of interior walls to provide flexibility for use and easy rearrangements of sports training equipment. The renovation also included a makeover of the multiple coach offices, complete with new finishes. *Lee County, FL*

FGCU Cohen Center Addition

A 6,500 SF Multipurpose Room was constructed on top of the existing and operating bookstore. Detailed planning was required to maintain weather-tightness during the construction process. The multipurpose room included LVT flooring, LED lighting, and an independent HVAC system complete with controls. All infrastructure was provided for FGCU to install their specific AV and sound systems. 380 SF of storage was provided for chairs and tables so that the multipurpose room could be set up for banquets, lectures, public speakers, and other various events. A covered patio deck was included to provide an outdoor seating area for students. *Lee County, FL*

Florida Gulf Coast University Continuing Service Projects (Partial List)

- WGCU Broadcast Tower Renovation
- Swanson Stadium Renovation
- Student Union Ballroom Revisions
- Family Resource Center Canopy Addition Design/Build
- Art Complex Canopy Addition Design/Build
- Holmes Hall Construction Methods Lab

Poinciana Elementary School HVAC & Interior Renovation

This project required a renovation of the entrance of the elementary school to create a single point of entry. Construction work included standing seam roofing, canopy, flooring, signage, permanent wall lights, finishes, painting, storefront doors, and extensive civil site work. A completely new HVAC (chiller) with electricity and piping was required and installed. *Collier County, FL*

The School District of Collier County Continuing Service Contract (partial list)

- Pine Ridge Middle School HVAC & Interior Renovation
- Immokalee High School Softball Replacement
- Immokalee High School Paint Repaint
- Immokalee High School Press Box and Concession Stand
- Big Cypress Elementary School Turn Lanes and Bus Loop Pick-up/Drop Off
- Immokalee Middle School Cooler Replacement

EDUCATION | CERTIFICATIONS

EDUCATION

Auburn University - Auburn, AL

B.S., Building Construction

CREDENTIALS

- LEED Accredited Professional BD &C
- Associate Constructor, AIC Constructor Certification Commission
- Varco Pruden - VP Command Level 1 & 2 Certification
- 30 Hour OSHA Occupational Safety & Health Training
- FL Stormwater, Erosion & Sedimentation Control Inspector Training
- Hazard Communication Training
- Safe-Site Certified - Aerial Lift Operation
- Fall Protection, Basic Excavation, Scaffolding, Stairways, and Ladders
- American Road & Transportation Builders Association Scheduling Academy Training

MEMBERSHIPS

- Past President, current member of the Florida South West Chapter, CSI
- Leadership Lee County Graduate
- Leadership Hendry & Glades



CHRIS HUNT — Assistant Project Manager

INDUSTRY EXPERIENCE: 21 | YEARS AT WRIGHT: 2

Chris is responsible for the overall Project Management including subcontractor relations, creating and updating project schedules, document control, coordinating and running project meetings, cost control and monthly billings, quality control, and maintaining a relationship with the project Design Professional and Lee County. Chris recently completed the 12 Million dollar Caloosa Sound/Edwards Drive project for The City of Fort Myers and Mainsail Development.

RELEVANT EXPERIENCE

Florida DMS Continuing Services Project

- Atrium Leak Repairs, Fort Myers Regional Service Center
- Parking Garage Repairs
- South Bay Kitchen Floor Renovation
- Fire Alarm Upgrades
-

Caloosa Sound Convention Center

Wright Construction performed a 72,000 SF renovation to the original facility built in 1991. The project included extensive demolition of interior spaces to add a new connection to the adjacent hotel, additional upscale restroom facilities, all new exterior windows, new upgraded lighting, and all new interior finishes. The second floor was converted to administrative offices. All exterior stucco was sounded with all delaminating stucco removed and replaced. New Chillers, pumps, and a new cooling tower were installed that also services the new hotel next door. *Lee County, FL*

Edwards Drive Improvements (acted as Project Manager)

Located in Downtown Fort Myers along the river, this project included complete demolition of the existing roadway, curbing, sidewalks, and some drainage. The new roadway was replaced with new drainage, curbing, sidewalks, paved areas, tree wells, landscaping, and lighting. *Lee County, FL*

FDMS Regional Service Center Renovations

Located just across the street from the Rosa Parks Intermodal Station, Wright Construction Group recently completed several repairs to the structure and parking garage including:

- Expansion Joint Repair
- Atrium Leak Repairs
- Roof and Garage Repairs
-

Clam Bayou Ecosystem Restoration & Stormwater Treatment Project (acted as Assistant Project Manager)

The project consisted of the restoration of 24 acres of natural estuarine habitats as well as the installation of 20 acres of stormwater ponds to control sediment and runoff before reaching Clam Bayou. Extensive grading, excavation, and stormwater systems were included in the project as well as planting native littoral and aquatic plants for habitat restoration.

FGCU Solar Field (served as Assistant Project Manager)

Wright Construction provided services for the installation of an approximately 15-acre solar array field to power portions of Florida Gulf Coast University. The project consisted of extensive clearing, grading, excavation, and installation of gravel upon completion of panel install. *Lee County, FL*

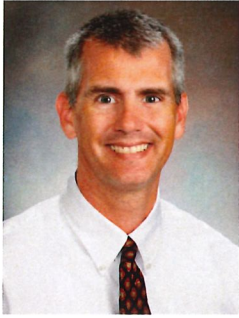
EDUCATION | CERTIFICATIONS

University of Florida

B.S. Building Construction

CREDENTIALS

- Qualified Stormwater Management Inspector
- OSHA— 10 Hour Health and
- Safety Training



Robbie Powell — Senior Estimator

INDUSTRY EXPERIENCE: 22 | YEARS AT WRIGHT: 8

As a Project Manager and Estimator, Robbie Powell is experienced in all aspects of construction from the initial phases of the preconstruction process through the project's final completion. Robbie is a result oriented professional, accumulating more the 20 years of experience in FDOT roadway, asphalt paving, signalization, drainage, bridge and environmental projects. His role involves assessing project requirements, developing proposals and scopes, preparing and negotiating contracts, organizing resources, scheduling, analyzing maintenance of traffic and assisting Project Superintendents throughout the construction process.

RELEVANT EXPERIENCE

Collier County School District Athletic Projects

- Golden Gate Elementary Drainage Improvements
This project included: 150 feet of 6" ADS drainage pipe with connections and new clean out boxes, grading, fill removal, roof drain connections and sod restoration.
- Golden Gate Terrace Elementary Drainage improvements
This project included: 6" mitered end sections for the 6" ADS drainage pipe outfall, roof drain connections at school entrance, saw cut existing concrete for 4" ADS pipes and restore open cut with stainless steel sidewalk plate, mulch for play area 1 and 2, final grading and sod restoration, stripe and paint game lines for two squares in basketball court.

Downtown Naples Roundabout at Third Ave South and Tenth Street
Wright Construction provided services for the construction of a roundabout located in Downtown Naples. The project began with the removal of the old intersection, then drainage, utility adjustments, and erosion control were performed. Concrete curbs and ADA sidewalks, irrigation, and landscaping were constructed before the installation of asphalt and decorative pavers to the roundabout and the approaches. Signs, lighting, and striping were performed last. Collier County, FL

Briarcliff Filter Marsh Water Quality Improvements

Scope of work: excavation and removal of 70,000 cubic yards of fill material, the installation of a structural weir for water flow control, the installation of a water conveyance system from Briarcliff Canal to the Briarcliff Filter Marsh and the addition of marsh plantings for water quality improvements. Upon completion, the filter marsh will be a 26-acre site that flows into Estero Bay enhancing natural habitat and increasing the stability of area wildlife. *Lee County, FL*

Southwest Florida Christian Academy

Athletic Field (football/soccer) and Improvements . New soccer field, fencing, and high mast lighting. *City of Fort Myers, FL*

Three Oaks Elementary Site Improvements

The purpose of the project was to improve the efficiency and safety of the student drop off/pick up area. The project included removal of existing roadway and sidewalks, relocation of playground areas, construction of new asphalt drives and student running tracks and new covered walkways. Wright's specific scope of service was to prepare bid documents, constructability review, provide cost saving and value engineering ideas, prepare the project GMP, coordinate all work with on staff school personnel, and execute final constructability and closeout documentation for Lee County School. *Lee County, FL*

Collier County School District – Immokalee Middle School Track Resurfacing

Robbie was the Project Manager for the Collier County School District's Immokalee Middle School Track Resurfacing Program. The responsibilities ranged from creating the required scope of work for the program as well as coordinating the owner, subcontractors, and a school official's required needs into the project construction and completion. *Collier County, FL*

EDUCATION | CERTIFICATIONS

EDUCATION

**Palm Beach Atlantic College,
West Palm Beach, Florida**

B.S., Business Administration &
Economics

**FSW (Edison) State College,
Fort Myers, Florida**

B.S., Business Management

CREDENTIALS

- CTQP (FDOT)
- Asphalt Paving Levels I, II
- Earthwork Level II
- Quality Control Manager
- Advanced Maintenance of Traffic (MOT) Supervisor
- DEP Stormwater Erosion and Sedimentation Control
- Nuclear Safety Certification
- OSHA 10 Hour Trained

AFFILIATIONS

- American Public Works Association (APWA)
- Florida Transportation Builders Association (FTBA)
- Florida Transportation Technical Committee (APWA)
- Leadership Lee Class 2016—
SWFL Chamber of ??



Andrew Powell — General Superintendent

INDUSTRY EXPERIENCE: 20 | YEARS AT WRIGHT: 14

Andrew Powell has 16 years of experience with civil construction projects and is a highly-motivated, quality-driven individual. He is dedicated to maintaining schedule deadlines and subcontractor conformance which produce quality workmanship. Andrew began as assistant superintendent on complex civil projects and is now the Civil General Superintendent. Andrew's goal is to provide the Project Superintendents with the resources and support needed to assure projects are completed on time and with the highest standards for quality. Andrew possesses excellent communication skills with all team members and sub-contractors.

RELEVANT EXPERIENCE

FGCU Main Entrance

Complete sitework with grading, drainage, site utilities, irrigation mains, electrical, fountain piping, demolition of old signage and landscaping to construct lake improvements, a entrance tower and a signage monument (in the medium) both made with concrete. Special lighting was included for the entrance and roadway improvements with turn lanes were provided. Permitting with SFWMD was required.

Lee County, FL

Senator Bob Johnson Landing New Park Construction

New construction of a 7.1 acre park along the Myakka River "Florida Wild and Scenic River". The park included: new paved park entrance, grass parking, ADA-compliant trails and boardwalk, ADA-compliant canoe/kayak launch, two-pole picnic shelters, fencing, gates and signage, benches and picnic tables, floating dock, fenced storage for sculls and other rowing equipment, restroom facility and invasive vegetation removal. *Sarasota County, FL*

Immokalee High School

Complete track resurfacing and storm drain installation. *Immokalee, FL*

Shadowlawn Elementary

Soccer field renovation, storm drain, landscaping and irrigation projects. *Collier County, FL*

Golden Gate Middle School and Pine Ridge Elementary Track Resurfacing—Collier County, FL

Barron Collier High School

Baseball field renovations. Complete storm drain installation, irrigation, and grading projects. *Collier County, FL*

Bahia Honda State Park

Upgrade existing waste water system and treatment facility at State Park. *Big Pine Key, FL*

City of Punta Gorda Multi-Use Recreational Trail

An asphalt paved path for pedestrians and bicycles with extensive landscaping, signage, benches, and path lighting from Shreve Street between Virginia Ave and US 41 SB. (150 calendar days for completion). Scope of work included: demolition, earthwork, drainage, grading and fill, curbing, concrete paver crosswalk, concrete sidewalks and islands, 24 and 18 inch HDPE piping, asphalt installation. *Charlotte County, FL*

The City of Cape Coral Streetscape

The City of Cape Coral contracted with Wright Construction to improve drainage and appearance within sections of Downtown Cape Coral. This project consisted of drainage improvements, concrete pavers, landscaping, curbing and asphalt pavement. The project was funded by the City of Cape Coral CRA and was completed two months early in time for the increased seasonal residents to this area. *Lee County, FL*

EDUCATION | CERTIFICATIONS

Education

- Mariner High School, Cape Coral, FL
- FSW State College, Fort Myers

Credentials/Certifications

- CTQP (FDOT)
 - Earthwork I & II
 - Asphalt Paving I & II
 - Advanced MOT
 - Certified QC Manager
 - Asphalt Maintenance & Road Repair
 - Quality Control Manager
 - Concrete Field Technician I
 - Concrete Field Inspector
 - Pile Drive Inspector
 - Nuclear Safety Certification
- Certified DEP Stormwater Erosion and Sedimentation Control
- OSHA 10 & 30 Hour Trained
- Silica Training
- Confined Space Training
- Ariel Lift Operation & Safety Training
- Scissor, and Rough Terrain Lift
- Forklift Operation & Safety Training
- GSSI Ground Penetrating Radar



Bert Garand — Superintendent

INDUSTRY EXPERIENCE: 37 | YEARS AT WRIGHT: 4

As Superintendent, Bert is responsible for the field production on the project. He will coordinate the work on a daily basis to assure smooth field operations. Bert's responsibilities include: constructability reviews, value management, subcontractor scopes of work, construction schedules, field safety, quality assurance, subcontractor pre-construction conferences, weekly subcontractor meetings, material deliveries, field coordination and final punch-out.

Hidden Bay

Wright Construction provided Construction Management services for the building of a high-rise condominium. Complete with 4 floors of living space in Osprey, FL, Hidden Bay provides it's residents with a waterfront view and a wide variety of amenities. The construction process included an environmentally sensitive infrastructure and site development package, 20 units were constructed with concrete block, HVAC, ME, and Fire Protection, as well as elevators. *Sarasota County, FL*

FGCU Alico Arena (Phase 2)

Complete renovation of the 10,000 SF Alico Arena strength and training facility. The renovation included removal of interior walls to provide flexibility for use and arrangements of sports training equipment. New LED fixtures were installed for improved lighting and energy efficiency. A new sports floor was installed complete with FGCU logo and included an indoor sprint-track. The renovation also included makeover of the coach offices, complete with new finishes. *Lee County, FL*

FGCU North Lake Village Dining Hall

New construction of a 5,700 SF dining facility at North Lake Village Student Housing, located behind Alico Arena. The dining venue included a small stage for student performances and poetry readings, a game room, television room, and indoor dining area. The dining venue includes multiple glass roll-up doors to allow the seating areas to flow out onto new extensive boardwalk. This area overlooked the Miromar Lake beachfront. Also included was a full commercial kitchen, pizza, oven, and serving lines. *Lee County, FL*

Florida Gulf Coast Cohen Center Addition

A 6,500 SF Multipurpose Room constructed on top of the existing, and operating, Bookstore. Detailed planning was required to maintain weather-tightness during construction of the addition. Multipurpose room included LVT flooring, LED lighting, and an independent HVAC system complete with controls. All infrastructure was provided for FGCU to install their specific AV and Sound Systems. 380 SF of storage was provided for chairs and tables, so that the Multipurpose room could be set up for banquets, lectures, public speakers, or other types of events. A covered patio deck was included in the construction to provide an outdoor seating area for students. *Lee County, FL*

Jet Blue Park

Wright Construction Group assisted Lee County and Highspans engineering in the investigation and problem solving for multiple structural repair needs at Jet Blue Park. *Lee County, FL*

Individual Experience

- Pinewood Middle School Renovation, Collier County, FL
- Pine Ridge Middle School Renovation, Collier County, FL
- Pahokee Middle/Senior School, Palm Beach County, FL

EDUCATION

- Tinley Park High School, Illinois

CREDENTIALS

- OSHA—30 Hour Health and Safety Training
- Certified Building Inspector
- CPR Certified
- Certified FDEP Stormwater Erosion and Sedimentation Control Inspector

EDUCATION | CERTIFICATIONS

RELEVANT EXPERIENCE



Josh Smart — Superintendent

INDUSTRY EXPERIENCE: 18 | YEARS AT WRIGHT: 6

As Superintendent, Josh has the responsibility of ensuring projects are completed on schedule, in accordance with the contract documents; and that the structural integrity as well as the quality of the systems and finishes remains high and without compromise. The superintendent accomplishes this through the coordination of all day-to-day on-site operations.

RELEVANT EXPERIENCE

Continuing Services / Special Projects Contracts

- **Installation of Portables for Bonita High School in Estero**
- **Lee County School District Continuing Service Contracts**
 - Villa Elementary School Kitchen Remodel
 - Riverdale High School Portables
- **Collier County Government Continuing Service Contracts**
 - Veterans Park Pickle Ball Courts
 - Building F 8th Floor Renovation
- **Florida Department of Management Services, Continuing Services Contracts**
 - Expansion Joint Repair, Regional Center in Fort Myers
 - FDMS Atrium Leak Repairs
 - South Bay Correctional Facility Floor Renovation

LaBelle Airport

Apron Rehab, *Hendry County, FL*

Scripps Howard News Service Tenant Build-Out

Office Renovation, *Lee County, FL*

Collier County NE Recycle Center

A new 1 story, 31,107 SF recycling facility that services the northeast quadrant of Collier County. The project was constructed on a 14 acre site and included the construction of the Main Recycling, Scale and Water Treatment Buildings. The project consists of state of the art features such as special containment rooms for hazardous waste, blast resistant doors and high strength industrial coatings throughout the facility.

Collier County, FL

Edgewater at Hidden Bay, Building B

New construction of a high-rise condominium with 4 floors of living space over 1 story parking in Osprey, FL which included: an environmentally sensitive infrastructure and site development package, 20 units were constructed with concrete block, HVAC, MEP, Fire Protection, elevators.

Sarasota County, FL

Lehigh Acres Fire Station #101 Addition and Renovation

Lehigh Acres Fire Station #101 Addition and Renovation - Design Build services for the addition and renovation with 4,300 sf for the renovation and approximately 4,000 sf for the addition. The project included upgrades to the apparatus bay and the existing administration and living quarter was demolished with the new addition built on the opposite side. A new exterior enhancement included a new entry way and stone veneer.

Lee County, FL

EDUCATION | CERTIFICATIONS

EDUCATION

High School Diploma, North High School, Fort Myers, FL

CREDENTIALS

- OSHA—30 Hour Health and Safety Training
- C.P.R. Certified
- Silica Training
- DEP Stormwater Inspector

RELATED SKILLS

Thorough knowledge of principals, practices and procedures of:

- Alta
- Topographic
- Boundary
- Final and updated Surveys
- Knowledge and Experience in:
- Construction Layout
- Data Collection
- Blue Prints
- Equipment Malfunction and Repair



Julio Jimenez — Superintendent

INDUSTRY EXPERIENCE: 18 | YEARS AT WRIGHT: 6

As Superintendent, Julio has the responsibility of ensuring projects are completed on schedule, in accordance with the contract documents; and that the structural integrity as well as the quality of the systems and finishes remains high and without compromise. The superintendent accomplishes this through the coordination of all day-to-day on-site operations.

RELEVANT EXPERIENCE

Burnt Store Road Phase II Widening

This project will complete the addition of a divided 4 lane roadway from an existing undivided 2 lane road throughout the limits of Charlotte County. This final section extends over 4 miles. In addition to the construction of the roadway itself, is the construction of 7 large ponds and several storage basins for stormwater retention. The overall scope of work consists of clearing & grubbing, earthwork, embankment, pond excavation, 4 box culverts, drainage pipe & structures, concrete removals, new mailboxes, milling, asphalt pavement, striping, gravity walls, sidewalks, curb & gutter, aluminum railing, guardrail, bank & shore as well as ditch lining rip rap, ditch pavement, barbed wire fencing & gates, sod, street lighting and new roadway signage. *Charlotte County, FL*

City of Fort Myers, McGregor Blvd. Flexible Paving

McGregor Blvd's drainage and roadway needed to be replaced within a residential area. The project included replacement of asphalt, curbs, concrete sidewalks, mailboxes, brick pavers, signage and pavement markings, drive-ways, turf, and existing decorative royal palm trees. Asphalt was milled and resurfaced and storm sewer piping was replaced. *Lee County, FL*

FGCU North Lake Village—Lake Front Development

This project was specifically designed to create a destination area for faculty and students throughout Florida Gulf Coast University by: enhancing the walkway, lake and beach accesses as well as program areas for events. The project included: drainage improvements, plank paver walkways, landscaping, Wi-Fi stations and covered pavilion areas for events. *Lee County, FL*

City of Fort Myers Water Supply Improvements

CM services to provide sitework, erosion control, clearing and fill, concrete work, fencing, and well head piping for new Well Head #19, pull boxes 2" HDPE conduit, CTE 24" RW Main, Also included: Raw Water Main from New Well #19 to Existing Well #17 with associated piping. *Lee County, FL*

City of Bonita Springs Oak Creek Bridge Improvements

Superintendent responsibilities included supervising the improvements to the bridge over Oak Creek. The project included box culvert/bridge beautification with 8-10 1/2' combination sidewalks/bicycle path, curbs and decorative stucco pilasters, aluminum handrails, new street lights over pilasters and roadway improvements. Constructed in an environmental sensitive area. *Lee County, FL*

City of Bonita Springs Imperial River Bridge Improvements

Superintendent responsibilities includes supervising the deck extension of the bridge over the Imperial River in Bonita Springs, Florida. The project includes pile driving, pile caps, 8-10' sidewalks, curbs, aluminum and concrete decorative stucco pilasters, decorative lighting and roadway improvements. Construction in an environmental sensitive area. *Lee County, FL*

EDUCATION | CERTIFICATIONS

EDUCATION

Newnan High School, Newnan, GA

CREDENTIALS

- CTQP (FDOT)
- Advanced Maintenance of Traffic (MOT)
- Certified DEP Stormwater Erosion and Sedimentation Control
- OSHA 10 & 30 Hour Health and Safety Training
- Confined Space Training
- OSHA Asbestos Operation and Maintenance
- Silica Training



PART D
BIDDER SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE BIDDER IN PREPARING A COMPLETED BID SUBMITTAL

I M P O R T A N T: Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

- ☐ 1. No. FMB:003 Official Bid Form, pg. D-2, insert firm name at the bottom of the page
- ☐ 2. Signed copy of each addendum, if any.
- ☐ 3. No. FMB:003 Official Bid Form, pg. D-3, insert Project Cost and any Alternates (if required)
- ☐ 4. No. FMB:003 Official Bid Form, pg. D-5, all addenda issued, if any, have been acknowledged. (*If a replacement proposal bid form or bid schedule page was issued with any addenda, replacement page is used for submitting a bid)
- ☐ 5. No. FMB:003 Official Bid Form, pg. D-5, substantial and final completion days inserted (if required)
- ☐ 6. No. FMB:003 Official Bid Form, pg. D-6, has been properly signed with the corporate seal (if applicable). Attested to by the Secretary.
- ☐ 7. No. FMB:001 Bid Bond / Cashier's Check/Certified Check have been submitted with the bid in the amount indicated
- ☐ 8. No. FMB:003 Official Bid Form, Bid Schedules & Disk (if applicable), have been properly completed, unit price extensions and totals have been checked for accuracy
- ☐ 9. Any other submittals required in Part B, "Legal Notice to Bidders, Paragraph 3. Submittal of Bids."
- ☐ 10. Erasures or other changes made to the bid have been initialed by the person signing the bid
- ☐ 11. No. FMB:004 Contractor's Qualification Questionnaire (properly completed, signed and notarized)
- ☐ 12. No. FMB:005 Schedule D, DBE Participation form; completed and signed or good faith documentation. (when applicable)
- ☐ 13. Proof of a "Good Faith Effort" in attempting to obtain DBE's for this project. (If subcontractors will be used and no DBE's are listed on Schedule D.) (when applicable)
- ☐ 15. No. FMB:019 Public Entities Crime Form
- ☐ 16. No. FMB:021 Non-Collusion Affidavit
- ☐ 17. No. FMB:022 Trench Safety Affidavit (when applicable)
- ☐ 18. No. FMB:024 List of Sub Contractors
- ☐ 19. No. FMB:023 Material Manufacturers
- ☐ 20. No. FMB:100 Affidavit Certification Immigration Laws (Signed and notarized)
- ☐ 21. All required documents submitted (1 original and 1 PDF on disc or flashdrive)
- ☐ 22. Bid properly sealed in an envelope and marked "Sealed Bid", bidders name; project name; solicitation number; date and time of opening

SECTION 14

Current and Projected Workload

PROJECT NAME/LOCATION	PROJECT TOWER	ARCHITECT/ENGINEER	CONTRACT AMOUNT & CONTRACT DATE	COMPLETION	CONTRACTOR/SUB-CONTRACTOR	PERCENT OF PROJECT CONSTRUCTED BY SUB-CONTRACTORS	PROJECT MANAGER/SUPERINTENDENT
Lalibah Acres Fire Control and Rescue District Fire Station 102 441 Homestead Road Lalibah Acres, FL 33974	Lalibah Acres Fire Control and Rescue District 635 Thomas Sherman Avenue S. Lalibah Acres, FL 33974 239-503-5301 robertd@lhalibah.com	BS&W Architect, Inc. Kevin Williams 1500 Jackson St., #200 Fort Myers, FL 33901 239-278-3838	\$4,977,731.00	Estimated Completion October 2021	Wright Construction Group, Inc.	60.20%	Scott Lohacano
City of Sebastian City Garage and Public Facilities Storage Building 505 Airport Dr. West Sebastian, FL 32958	City of Sebastian Paul Canale 1222 Main Street Sebastian, FL 32958 772-388-4200 paulc@cityofsebastian.org	BS&W Architect, Inc. Kevin Williams 1500 Jackson St., #200 Fort Myers, FL 33901 239-278-3838	\$3,115,495.00 3/4/2021	Start Date July 9th, 2021	Wright Construction Group, Inc.	60.00%	Scott Lohacano
San Carlos Park Fire Protection and Rescue Service Fire Station 24 16800 Orange Rd. Fort Myers, FL 33912	San Carlos Park Fire Protection and Rescue Service District David Canhamel, Fire Chief 13991 Ben Hill Griffin Parkway Fort Myers, FL 33913 239-507-7293	Studio A.D. Architect Albert Donatone 16800 Orange Road Fort Myers, FL 33912 239-273-4098	\$5,922,843.00 3/20/2020	Estimated Completion July 2021	Wright Construction Group, Inc.	61.40%	Bob Taylor
Immediate Fire Control District - Immediate Fire Station 30 510 New Market Road East Immokalee, FL 34142	Rita W. Greenberg, CEO, MPA, CFO Deputy Chief, Administration 239-627-2111 office 239-986-3771 work cell	Nick Hunsicker Project Architect GMA architects & planners 43 Baskley Circle #202 Fort Myers, FL 33907 USA 1-239-273-5025	\$4,715,802.00 04/28/21	In permitting. Estimated start Date August 2021	Wright Construction Group, Inc.	63.00%	Chris Hunt
Charlotte County DOT - Charlotte - Burnt Store Road Burnt Store Road to New Burnt Blvd. Port Charlotte, FL 33948	Charlotte County DOT Lindsey Johnson 2550 Harbor View Road Port Charlotte, Florida 33980 941-573-5439	Johnson Engineering Ryan Bell PE 2112 Johnson Street Fort Myers, FL 33901 239-334-0046 info@johnsoneng.com	\$36,236,574.15 8/19/19	Estimated Completion September 2021	Wright Construction Group, Inc.	60.70%	Neil Monkman
Burnt Store Road South Segment Burnt Store Road Cape Coral, FL	Lee County DOT, Steve Fort, Project Manager 1500 Monroe Street Fort Myers, FL 33901	Johnson Engineering, Inc. Ryan Bell PE 2112 Johnson Street Fort Myers, FL 33901 239-334-0046	\$13,596,000.00 11/4/2020	Estimated Completion March 2022	Wright Construction Group, Inc.	61%	Chris Rawl
West DeSbornes Street Improvements West DeSbornes Street Edgewater, FL 34223	Sarasota County Chris Macos, PM 1701 Sarasota Center Blvd Sarasota, FL 34240	Wichin-Horn Jason Lepp, PE 1277 Main St. Suite 200 Sarasota, FL 34235	\$7,662,385.00	Estimated Completion June 2022	Wright Construction Group, Inc.	64%	Ronell Newson
Santa Barbara Phase II Santa Barbara Highway Bridge West Cape Coral, FL 33904	Lee County Don Hinka 1000 Santa Barbara Properties LLC 1001 Santa Barbara Blvd. #1 Cape Coral, FL 33904	Greg Gendorf GREGDORF & GREGDORF, INC. 144 WINTERVIEW RD FORT MYERS, FL 33905	\$1,596,000.00 05/04/21	Starting July 2021 Estimated Completion December 2021	Wright Construction Group, Inc.	60.25%	Chris Hunt
Centennial Park Amphitheatre Centennial Park Fort Myers, FL 33901	City of Fort Myers Nicole Monahan, P.E. 2200 Second Street Fort Myers, FL 33901	Miguel Gutierrez BS&W Architects, INC. 1500 Jackson Street #200 Fort Myers, FL 33901	\$3,594,324.00 05/09/21	Starting July 2021	Wright Construction Group, Inc.	60%	Michael Valin
Cape Coral Fire Station 12 2129 Chinlela Blvd S Cape Coral, FL 33915	City of Cape Coral Rob Dillino, Chief 2129 Chinlela Blvd S Cape Coral, FL 33915	Ken Berland Sweet Spearman Architects 2124 Main Street Sarasota, FL 34237	\$4,559,289.00 05/21/2021	Started June 2021 Estimated Completion March 2022	Wright Construction Group, Inc.	62.30%	David Valin
Lalibah Acres Fire Station 105 2501 49th Street West Lalibah Acres, FL 33974	Lalibah Acres Fire Control and Rescue District Rob Dillino, Chief 635 Thomas Sherman Avenue S. Lalibah Acres, FL 33974 robertd@lhalibah.com	Miguel Gutierrez BS&W Architects, INC. 1500 Jackson Street #200 Fort Myers, FL 33901	\$4,516,577.00	Estimated Completion Date 2/21/22	Wright Construction Group, Inc.	61.20%	John Purnell
Centennial Park Improvements 2000 W. First Street Fort Myers, FL 33901	Lee County City of Fort Myers Nicole Monahan, P.E. 2200 Second Street Fort Myers, FL 33901	Johnson Engineering, Inc. Ryan Scott, P.E. 2112 Johnson Street Fort Myers, FL 33901	\$1,194,630.00 2/22/2021	Starting July 2021	Wright Construction Group, Inc.	61%	Michael Valin
1st and 2nd Street Two-Way First and Second Street Fort Myers, FL 33901	Lee County City of Fort Myers Keri Karasak, P.E. First and Second Street Fort Myers, FL 33901	Jason Collins Adrian-Q 202 E. Kennedy Boulevard, Suite 500 Tampa, FL 33602	\$1,021,138.00 05/03/2021	Started June 2021	Wright Construction Group, Inc.	63.40%	Alex Stabe

Current and Projected Workload

PROJECT NAME/LOCATION	PROJECT OWNER	ARCHITECT/ENGINEER	CONTRACT AMOUNT & CONTRACT DATE	COMPLETION	CONTRACTOR/SUB-CONTRACTOR	PERCENT OF PROJECT CONSTRUCTED BY SUB-CONTRACTORS	PROJECT MANAGER/SUPERINTENDENT
Runway 7-23 Drainage Improvements 160 Muldren Drive North Naples, FL 34104	Collier County Keith Kerry Naples Airport Authority 160 Muldren Drive North Naples, FL 34104	Scott Brady EC Solutions, Inc. 9001 Town Center Parkway, Suite #106 Lakewood Ranch, FL 34202	\$2,285,444.00	Estimated Completion Date 12/15/21	Wright Construction Group, Inc.	61.70%	Rondell Newson
12146 Corrie Road Corrie Bridge Bradenton, FL	Manatee County FL Dept of Transportation Corrie Road Bradenton, FL 34205	Bundy Consulting Personel Associates 4021 Third St. SW Winter Haven, FL 33880	\$1,000,000.00 9/20/2020	Estimated Completion Date 12/21/21	Wright Construction Group, Inc.	60.90%	Matthew Distel
Hennock Road Hennock Bridge Pkwy - Moody Rd to US 41 North Fort Myers, FL 33953	Lee County Lee County B.O.C.C. Hennock Bridge Pkwy - Moody Rd to US 41 North Fort Myers, FL 33953	Carl Barco, PE Barco & Associates 2271 McGregor Blvd, Ste. 100 Fort Myers, FL 33901 Vince Zaluski, PE Viliprasas Engineering 2221 McGregor Blvd, Ste 200 Fort Myers, FL 33901	\$1,593,426.80 11/21/2020	Estimated Completion Date 9/16/21	Wright Construction Group, Inc.	62.30%	Matthew Distel
Gateway Blvd and Commerce Lakes Gateway Blvd & Commerce Lakes Drive Intersection Fort Myers, FL 33913	Lee County Lee County B.O.C.C. Gateway Boulevard & Commerce Lakes Drive Intersection Fort Myers, FL 33913	Jason Yim, P.E. Yim Engineering & Associates 380 Park Place Boulevard, Suite 300 Clearwater, FL 33759	\$3,271,706.97 9/19/2020	Estimated Completion Date 7/21/21	Wright Construction Group, Inc.	60.75%	Alex Sialbe & Chris Rawl
Cape Coral Yacht Basin 3813 Offroad Parkway Cape Coral, FL 33904	City of Cape Coral 815 Nicholas Parkway Cape Coral, FL 33909	James Panchuk Kendall Panchuk & Associates 1412 Jackson St. Fort Myers, FL 33901	Est. 40,000,000	In Preconstruction Estimated start Date April 2022	Wright Construction Group, Inc.	61.60%	Mark Valin
SOUTH AVENUE RECLAIMED 1404 Dean Street, Suite 201 Fort Myers, FL 33901	City of Fort Myers 1404 Dean Street, Suite 201 Fort Myers, FL 33901	Daniel Weber CDM Smith 4001 Ponce De Leon Blvd Suite #720 Coral Gables, FL	Est. 12,000,000 5/27/2021	In Preconstruction Estimated Start Date August 2021	Wright Construction Group, Inc.	60.73%	James R. Powell

Section 15

1.Senator Bob Johnson Landing New Park Construction

Address: 9083 S Tamiami Trail. Venice, FL 34293

Description: Wright Construction provided Construction Management for new construction of a 7.1 acre park along the Myakka River "Florida Wild and Scenic River" in honor of the late Senator Bob Johnson. The park included: new paved park entrance, grass parking, ADA-compliant trails and boardwalk, ADA-compliant canoe/kayak launch, two-pole picnic shelters, fencing, gates and signage, benches and picnic tables, floating dock, fenced storage for sculls and other rowing equipment, restroom facility and invasive vegetation removal.

Contract Type: Contract Manager

Original Contract Amount and Date: \$2448,33.00 | 02/27/18

Final Contract Amount: \$2,367,240.95

Date Complete: March 2019

Project Manager or Superintendent: Bob Taylor

Required Completion Date: Completed to substantial in not more than 300 calendar days and an additional 30 calendar days to final acceptance. (NTP 3/30/18)

Owner: Sarasota County BOCC

Contact: Brad Gaubatz

Address: 1660 Ringling Boulevard
Sarasota, FL 34236

Phone: (941)-861-0853

Architect: Seibert Architects

Contact: Matt Rizzo

Address: 1373 5th Street
Sarasota, FL 34236

Phone: (239)-461-2441

2. Shell Point Estuary Phase II - Site

Address: Winding Wy. Fort Myers, FL 33908

Description: Site development for this project included water, sewer, drainage, roads, curbing, sidewalks, construction of a bridge and seawall for the new residential development at the Estuary at the Shell Point Retirement Community.

Contract Type: Contract Manager at Risk

Original Contract Amount and Date: \$1,885,595.00 | 02/17/2014

Final Contract Amount: \$2,643,661.96

Date Complete: February 2015

Project Manager or Superintendent: David Valin, P.M.

Required Completion Date: No later than 10/01/14

Owner: Shell Point Retirement Community

Contact: Bob Southern

Address: 15101 Shell Point Blvd.

Fort Myers, FL 33908
Phone: (239)-454-2168
Architect: RDG Schutte Wilscam Birge
Contact: Dave Heuring
Address: P.O. Box 3067
Fort Myers Beach, FL 33932
Phone: (239)-274-0208

3. FGCU Boardwalk

Address: 10501 FGCU Blvd S. Fort Myers, FL 33965

Description: Construction Management Services were provided for the Florida Gulf Coast University Boardwalk which included: survey/layout, erosion control, clearing earthwork, grading, drainage and related site work. The nearly 1,000 LF project contained the installation of pressure treated pilings, lumber and hardware to construct the boardwalk across a protected preserve on campus and stamped concrete and signalization for a road crossing on FGCU Blvd. North. All of the deck and railings were constructed entirely of IPE lumber. All electrical work including direct burial poles and fixtures, boardwalk poles and fixtures and wall pack fixtures were provided.

Contract Type: Contract Manager at Risk

Original Contract Amount and Date: \$989,549.66 | 04/14/2014

Final Contract Amount: \$525,953.62

Date Complete: August 2014

Project Manager or Superintendent: John Purnell

Required Completion Date: 135 calendar days

Owner: Florida Gulf Coast University

Contact: Tom Mayo

Address: 10501 FGCU Blvd. South
Fort Myers, FL 33965

Phone: (239)-590-1504

Architect: Johnson Engineering

Contact: Dana Hume

Address: 2122 Johnson Street
Fort Myers, FL 33902

Phone: (239)-334-0046

4. Lee County Port Authority -- Skyplex Blvd

Address: 11000 Terminal Access Road
Fort Myers, FL 33913

Description: The Lee County Port Authority hired Wright Construction to widen approximately two miles of existing four lane divided roadway to six lanes. The project consisted of drainage modifications, utility relocations, roadway widening, asphalt paving, concrete curbing, new lighting, signage, landscaping and irrigation. The scheduled completion date for Terminal Access Road is April 2017, however the actual completion date was November 2016.

Contract Type: Prime Contractor

Original Contract Amount and Date: 07/13/15 | \$4,542,647

Final Contract Amount: \$5,205,957.05

Date Complete: November 2016

Project Manager or Superintendent: Neil Monkman

Required Completion Date: November 2016

Owner: Lee County Port Authority

Contact: Adam Nguyen

Address: 11000 Terminal Access Road

Suite 8671

Fort Myers, FL 33913

Phone: (239)-590-4610

Architect: David Douglas Associates

Contact: Claire Wright, P.E.

Address: 1821 Victoria Ave.

Fort Myers, FL 33901

Phone: (239)-337-3330

5. Felts Ave Bio Reactor Phase II

Address: 27533 Felts Ave.

Bonita Springs, FL 34135

Description: The purpose of this project is to bring a consistent flow of water to the site from the Imperial River at a variable rate up to 500 GMP along Shrive Avenue to the site. Additionally, Wright Construction is providing filtration of this water prior to transferring it to the existing woodchip bioreactors.

Contract Type: Design Build

Original Contract Amount and Date: \$800,000 | 8/27/2020

Final Contract Amount: \$800,000

Date Complete: Estimated Completion 3/14/21

Project Manager or Superintendent: Rondell Newson

Required Completion Date:

Owner: City of Bonita Springs

Contact: Matt Feeney

Address: 9101 Bonita Beach Rd

Bonita Springs, FL 34135

Phone: (239)-949-6262

Architect/Engineer: Agnoli, Barber & Brundage, Inc.

Contact: Wayne Agnoli

Address: 7400 Tamiami Trail N. Suite 200

Naples, FL 34108

Phone: (239)-597-3111

Section 16

1. Mound House Landscape Improvements

Address: 289 Connecticut Street
Contractor: Wright Construction Group, Inc.
Original Contract Amount and Date: \$460,000.00 /| 2/19/2010
Final Contract Amount: \$546,254.51
Percentage of Project Constructed by Sub-Contractors: 100%
Project Manager: Scott Loiacano
Required Completion Date: 4/18/2011
Owner: Town of Fort Myers Beach
Contact: Roger Hernstadt
Address: 2523 Estero Boulevard, Fort Myers Beach, FL 33931
Phone: (239)-765-0202
Town Sponsoring Department: Town of Fort Myers Beach

2. FM Beach Fire Station

Address: 100 Voorhis Street
Fort Myers Beach, FL 33931
Contractor: Wright Construction Group, Inc.
Original Contract Amount and Date: TBD (Not issued yet)
Final Contract Amount: TBD
Percentage of Project Constructed by Sub-Contractors: 100%
Project Manager: John Purnell
Required Completion Date: TBD
Owner: Fort Myers Beach Fire District
Contact: Jane Thompson
Address: 100 Voorhis Street
Fort Myers Beach, FL 33931
Phone: 239-590-4200
Town Sponsoring Department: Town of Fort Myers Beach



TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:005 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S
NAME: _____
EST. DOLLAR VALUE OF PROPOSED
WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: _____ 9

CONTRACTOR NAME

SIGNATURE
D-15

DATE



PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(1 of 2 Pages)

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 Fort Myers Beach
(Print name of public entity)
by Dustin Heath - Estimator
(Print individual's name and title)
for Wright Construction Group
(Print name of entity submitting sworn statement)
whose business address is 5811 Youngquist Rd
Englewood FL 33912

and (if applicable) its Federal Employer Identification Number (FEIN) is 20- 2246559
(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 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision 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 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, 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:
- A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. 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.



PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
 (2 of 2 Pages)

- C. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

[Signature]
 (Signature)

STATE OF Florida
 COUNTY OF Lee

Sworn to and subscribed before me this 20th day of July, 2021,
 as identification and who did (did not) take an oath

Personally Known
 (Type of Identification and Number)

WITNESS my hand and official seal

Susan H. Shelfer
 Notary Public Signature
Susan H. Shelfer
 Printed Name of Notary Public

Notary Commission Number/Expiration





TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:021 – NON-COLLUSION AFFIDAVIT

State of FL

County of Lee

Fred Edman being first duly sworn, deposes and says that:

- 1) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Wright Construction Group, the Bidder that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: [Signature]
FRED EDMAN
(Printed Name)

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged, sworn to and subscribed before me this 20th day of July, 2021

By: Fred Edman
(Print or Type Name)

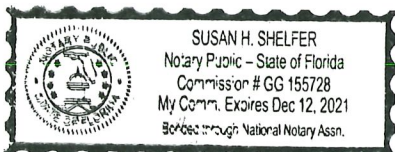
Who is personally known to me, or who has produced as identification and who did (did not) take an oath

(Type of Identification and Number)

WITNESS my hand and official seal

Susan H. Shelfer
Notary Public Signature
Susan H. Shelfer
Printed Name of Notary Public

Notary Commission Number/Expiration





TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:022 – TRENCH SAFETY AFFIDAVIT
(When Applicable)

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item: Simple Slope @ 16" water line
(Description)

Three Hundred Forty Dollars
(Cost written in words)

TOTAL \$ 340 =

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: WRIGHT construction group

DATE: 7-20-21

BY: [Signature]
(Signature)

DUSTIN HEATH
(Print Name)



TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:023 – MATERIALS MANUFACTURERS LIST

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by TOWN, Bidder shall furnish the manufacturer named in the TOWN'S specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR

The bidder lists the following manufacturers of the major equipment (LIST)

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. METAL ROOFING	ENGLERT
2. SHADE CANOPIES	SHADE Systems
3. SYNTHETIC GRASS	EASY TurF
4. CLAY PAVEN	Belden
5. DRINKING FOUNTAIN	Elkay
6. SITE FURNISHINGS	ANDVA

Signed

Name of Bidder

TS/A
DUSTIN HERTZ



TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:024 - LIST OF SUB-CONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the TOWN. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, qualifications, certifications, registrations and insurance coverage. The TOWN reserves the right to disqualify any bidder who includes non-compliant or non-qualified subcontractors in his/her bid offer. Further, the TOWN may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the TOWN. THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED SUBCONTRACTOR FOR:

The bidder identifies the following firm as the proposed installation subcontractor of the:

Auger Cast Piling

Name of Firm: Berkel + Company Contractors

Address and Phone: 7300 Marks LN, Arstall FL 36168 770.941.5100

Contact Person: Xavier Guerrero

Other Subcontractor and Address	Specialty
1. <u>Southern Machine & Steel</u> <u>3945 Edison Ave, Ft. Myers</u>	<u>Steel</u>
2. <u>MAJ Contracting</u> <u>2602 DorA St. Ft. Myers</u>	<u>Utilities</u>
3. <u>Et Concrete</u> <u>4125 13th Ave Sw, Naples FL</u>	<u>Concrete</u>

Signed Dustin Heath

Name of Bidder DUSTIN HEATH



**TOWN of FORT MYERS BEACH
PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT**

BID NO. ITB-21-18-PW

BID NO: ITB-21-18-PW

PROJECT NAME: Bayside Park Improvements

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

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

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

Company Name: Wright Construction Group, Inc.


(Signature)

President
(Title)

7/20/2021
(Date)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 20th day of July, 2021, by Fred Edman who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification and Number)


Notary Public Signature

Susan H. Shelfer
Printed Name of Notary Public

Notary Commission Number/Expiration



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

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
WRIGHT CONSTRUCTION GROUP, INC.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5811 YOUNGQUIST ROAD

6 City, state, and ZIP code
FORT MYERS FL 33912

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

20	-	22	46	55	9
----	---	----	----	----	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Con. Al Ward Date ▶ 5/24/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

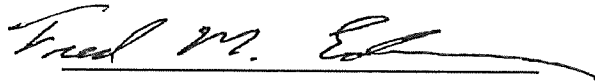
Corporate Resolution

I, the undersigned Secretary of Wright Construction Group, Inc., do hereby certify that at a meeting of the Board of Directors of said Corporation, duly held on the 18th of November, 2016, a quorum being present, the following resolution was adopted and that the said resolution has been entered upon the regular minute book of said corporation, is in accordance with the Bylaws, and is now in full force and effect, to-wit:

RESOLVED, that it is in the best interest of the corporation to execute a Contract between the Collier County Board of County Commissioners and Wright Construction Group, Inc. upon such terms and conditions as the officers of the corporation deem appropriate.

RESOLVED, that G. Andy Powell, Executive Vice President of the corporation, is hereby authorized, empowered and directed to execute all documents necessary to accomplish said Contract and to submit a bid/proposal for the same, including but not limited to, the execution of any bid forms.

IN WITNESS WHEREOF, I have hereunto subscribed my name, as Secretary, and affixed the seal of said corporation, this 18th day of November, 2016.



Fred Edman, Secretary

(Corporate Seal)

State of Florida

Department of State

I certify from the records of this office that WRIGHT CONSTRUCTION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on January 26, 2005.

The document number of this corporation is P05000013433.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 4, 2016, 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 Fourth day of January, 2016*



Ken DeFuria
Secretary of State

Tracking Number: CC6010303091

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunblz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on our new license!



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC053444
CERTIFIED GENERAL CONTRACTOR
EDMAN, FRED M
WRIGHT CONSTRUCTION GROUP INC

ISSUED: 08/25/2020

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC053444

EXPIRATION DATE: AUGUST 31, 2022

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

EDMAN, FRED M
WRIGHT CONSTRUCTION GROUP INC
5811 YOUNGQUIST RD
FORT MYERS FL 33912



ISSUED: 08/25/2020

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.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

EDMAN, FRED M

WRIGHT CONSTRUCTION GROUP INC
5811 YOUNGQUIST RD
FORT MYERS FL 33912

LICENSE NUMBER: CGC053444

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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October 15, 2021

Chelsea O'Riley
Public Works Director
Town of Ft. Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

RE: GMP Proposal for Bayside Park Improvements

Dear Ms. O'Riley:

It is with great pleasure that Wright Construction presents this Guaranteed Maximum Price (GMP) Submission to the Town of Ft. Myers Beach for the Construction Management of the subject project. In preparation of this proposal, the Wright Construction Team has worked diligently to provide an extensive evaluation of every aspect of the project. This evaluation has included utilization of local resources to deliver a cost-effective solution for the Town of Ft. Myers Beach.

As this exciting project transitions into the Construction Phase, you can be confident our team will continue bring the same high level of commitment, experience, talent, quality, and expertise to make every facet of this project a complete success.

GMP Proposal includes the following:

Based on design meetings with the Town of Ft. Myers Beach, DRMP, and Wright Construction Group we have developed the Project Bid Documents and established the GMP. Below are the general inclusions and exclusions.

1. Division 1 – General Conditions

- a. Includes General Conditions for: 4 months
- b. Includes Survey, Layout & Record Drawings

2. Division 2 - Demolition

- a. Include erosion control measures
- b. Includes demolition and offsite removal, of existing fountain, trees, vault.
- c. Removal and pelletizing of pavers are excluded in this proposal.
- d. Removal of existing covered pavilion is excluded in this proposal.

3. Division 3 - Concrete

- a. Includes shell broadcast sidewalk to match existing.
- b. Includes concrete foundations, slabs, steps at stage.
- c. Includes concrete foundations and CIP seat walls.
- d. Includes concrete foundations and pedestal for monument sign.
- e. Includes ribbon curbs as paver borders.
- f. Includes foundations for shade sail structures.

4. Division - Metals

- a. Includes aluminum monument sign structure.
- b. Actual sign to be hung from structure has been excluded.

5. Division 9 - Finishes

- a. Includes damp proofing behind stone veneer seat wall finishes
- b. Includes stucco and paint below led light on seat wall.

6. Division 10 - Specialties

5811 Youngquist Road, Fort Myers, FL 33912
1404 Dean Street Suite 201, Fort Myers, FL 33901
265 E. Marion Ave Suite 119, Punta Gorda, FL 33950
Telephone: (239) 481-5000 · Fax: (239) 481-2448 · CGC 053444

- a. Includes turnkey shade sail structure with engineering
 - b. Stage sail to be made with impervious materials.
 - c. Lawn sail to be made of permeable materials
- 7. Division 22 - Plumbing**
- a. Includes stub-ups for future water fountain.
 - b. Includes waste piping to trench drains.
 - c. Includes (2) 2" PVC sleeves.
 - d. Includes allowance for water meters.
- 8. Division 26 - Electrical**
- a. Includes light poles and landscape lighting.
 - b. Includes new controller.
 - c. Includes well lights.
 - d. Includes shade sail column lights.
 - e. Includes linear LED seat lighting.
- 9. Division 31 – Earthwork**
- a. Includes Traffic Control & Traffic Control Plan (as necessary).
 - b. Includes grading and compaction of 12" stabilized subgrade LBR 40.
 - c. Includes 6" base course under concrete.
- 10. Division 32 – Landscaping**
- a. Includes Artificial Turf
 - b. Includes (2) coconut palm trees
 - c. Includes (41) Cordgrass – increased due to the enlarged rain garden.
 - d. Includes (36) Muhly Grass – increased due to the enlarged rain garden.
 - e. Includes shell mulch
 - f. Includes root barrier.
 - g. Includes irrigation.
- 11. Division 33 – Site Utilities**
- a. Includes 10" yard drain and 6" HDPE drainage
 - b. Includes gate valve,
 - c. Includes backflow preventer
 - d. Includes 2" conduits
 - e. Includes ¾", 1" and 1.5" SCH80 PVC
- 12. Contingency and Fees**
- a. Project includes a 5.0% construction contingency to be used by WCG.
 - b. Project includes a 5.0% design contingency.
 - c. The design contingency will be managed by the project team with the entire unused portion returned to the Owner upon completion and close out of the final pay application. The Project contingency will not be spent without approval from the Owner.
 - d. Project includes a 10% CM fee.

The enclosed estimate represents the Guaranteed Maximum Price in the amount of **\$885,346.00** (Eight Hundred Eighty-Five Thousand, Three Hundred Forty-Six Dollars) and is based on the information contained within this report. This report will be made a part of our agreement, providing additional clarification to all parties.

We look forward to your approval and proceeding with construction. If you have any questions, please do not hesitate to contact us.

Sincerely,



Dustin Heath
Senior Estimator / Project Manager



Project: Bayside Park Improvements
Date: 10/15/2021

	DESCRIPTION	QTYS	UNITS	UNIT PRICE	TOTAL
DIVISION 1 - MISC					
	General Conditions				\$ 123,776
A2	Bid Package # 01A - Testing	1	LS	\$ 8,750.00	\$ 8,750
3	Bid Scope # 01B Survey	1	LS	\$ 8,460.00	\$ 9,306
DIVISION 2 - EXISTING CONDITIONS					
	Bid Scope # 02A - Selective Demolition				\$ -
A3	Site Demo	1	LS	\$ 54,335.00	\$ 54,335
	Floating Turbidity Barrier	85	LF		\$ -
	Stabilized Subgrade	416	SY		\$ -
	6" Lime Rock	122	SY		\$ -
	Silt Sock	410	LF		\$ -
	Site Demo	1	LS		\$ -
	Pavers	1	LS		\$ -
	GPRS Site Locates	1	LS	\$ 2,000.00	\$ 2,000
	Protection (Trench Drains)	1	LS		\$ -
	Protection (Tree Grates)	128	LF	\$ 4.00	\$ 512
	Vault	1	EA		\$ -
	Bike Rack	1	EA		\$ -
	Benches/Trash Cans (NIC)				\$ -
	Palm Trees	9	EA		\$ -
	Pavers - Palletize	3,984	SF		\$ -
	Pavers - Remove (Fountain)	767	SF		\$ -
	Trench Drain (Per Plan)	20	LF		\$ -
	Water Service	37	LF		\$ -
	Light Pole	1	EA		\$ -
	Construction Fence	2	LS	\$ 4,780.00	\$ 9,560
A4	Structure Demo		LS		\$ -
DIVISION 3 - CONCRETE					
A6	Bid Scope # 03A & 04A - Concrete and Masonry	1	LS	\$ 57,987.00	\$ 57,987
	Delete Pile Caps	17	EA		\$ -
L1	Decorative Concrete- Shell Broadcast		LS		\$ -
L12	Concrete Seat Wall		LS		\$ -
	Concrete Seat Wall - Footing (SK-2)	37	LF		\$ -
	Column Footings - PC1	16	EA		\$ -
	Grade Beam - GB1	86	LF		\$ -
	Concrete Steps	1	LS		\$ -
	Monument Sign Foundation- 7/S501	1	EA		\$ -
	8" Stemwall at Stairs	22	LF		\$ -
	Steel Column Blockout/Secondary Pour				\$ -
A5	Augercast Pilings 55'		LS		\$ -
DIVISION 4 - MASONRY					
L12	Bid Package # 04A - Stone Veneer				\$ -
	4"x16"x3/4" natural coral stone veneer	200	SF	\$ 60.00	\$ 12,000
	Stone Wall Cap	92	SF	\$ 60.00	\$ 5,520
DIVISION 5 - STEEL					
	Bid Scope # 05A - Steel		LS		\$ -
A8	Structural Steel		LS		\$ -
A9	Metal Decking		LS		\$ -
	Trusses / Columns to be hot dipped galvanized		LS		\$ -
	HSS 10x6x5/8 - Radius	100	LF		\$ -
	HSS 10x6x5/8	111	LF		\$ -
	HSS 6x4x3/8	111	LF		\$ -
	5/8" Plate at notched beam	5	EA		\$ -
	Metal Deck - Toris 18 ga - Prefinished (Spec section 05 31 00, 2.2C)	660	SF		\$ -
	5x3 Angle	100	LF		\$ -
	Columns (height calculated from top of grade beam)	5	EA		\$ -
	Baseplates and Anchor Bolts	5	EA		\$ -
A10	Monument Sign	1	LS	\$ 10,200.00	\$ 10,200
	Radius 36" Guardrail		LF		\$ -

DIVISION 6 - WOOD / PLASTICS						
	Bid Package #06A - Rough Carpentry					\$ -
DIVISION 7 - THERMAL / MOISTURE PROTECTION						
A13	Bid Scope 7B - Roofing		LS			\$ -
DIVISION 9 - FINISHES						
	Scope # 09C Painting - Caulking - Damproofing - Air Barrier					\$ -
	Painting	1	LS	\$ 500.00		\$ 500
	Damproofing	1	LS	\$ 1,500.00		\$ 1,500
	Scope # 09D - Stucco					\$ -
	Stucco	1	LS	\$ 1,850.00		\$ 1,850
DIVISION 10 - SPECIALTIES						
	Scope # 10B - Signage					
	Site Furnishings					\$ -
A15	Shade Structures	1	LS	\$ 113,950.00		\$ 113,950
DIVISION 22- PLUMBING						
L9	Bid Scope 22A - Plumbing					\$ -
	Water Fountain - Stub Up Only	1	EA	\$ 3,000.00		\$ 3,000
	(2) 2" PVC Sleeves	1	LS	\$ 2,050.00		\$ 2,050
	Run Waste to Trench Drain	1	LS	\$ 2,000.00		\$ 2,000
	Water meters	1	LS	\$ 1,150.00		\$ 1,150
DIVISION 26- ELECTRICAL						
	Bid Scope # 26A - Electrical					\$ -
A17	General Electrical	1	LS	\$ 63,145.00		\$ 63,145
L13	Pole Lights (Dual Board/Banner/Outlet)	1	EA	\$ 15,150.00		\$ 15,150
L14	Controller (allow for coordination)	1	EA	\$ 32,905.00		\$ 32,905
L15	Well Light (LV)	1	EA	\$ 38,358.00		\$ 38,358
L16	Shade Sail Column Light (LV)	1	EA	\$ 10,088.00		\$ 10,088
L17	Linear LED Seat Wall Light	1	LS	\$ 10,537.00		\$ 10,537
L18	Spec. Tree Up Light		EA			\$ -
L19	Electrical Conduit	1	LF	\$ 1,739.00		\$ 1,739
DIVISION 31 - EARTHWORK						
	Bid Scope 31A - 32-a - 33A - Site work					\$ -
	Utilities					\$ -
U1	16" Tapping Sleeve and Valve		EA			\$ -
U2	16" DIP Water Main Open Cut Including 4 45 Degree Elbows		LF			\$ 5,800
	Yard Drain and Dome Grate	1	EA	\$ 5,800.00		
U3	16" DIP Caps		EA			\$ -
U4	Remove 16" DIP		LF			\$ -
	Trench safety		LS			
U5	3/4" SCH80 PVC	120	LF	\$ 63.62		\$ 7,634
U6	1" SCH80 PVC	5	LF	\$ 396.65		\$ 1,983
U7	1.5" SCH80 PVC	10	LF	\$ 57.07		\$ 571
U8	Backflow Preventer	2	EA	\$ 2,746.90		\$ 5,494
U9	3/4" Gate Valve	1	EA	\$ 531.13		\$ 531
U10	2" Conduit	100	LF	\$ 29.90		\$ 2,990
A18	Bid Scope 31B Termite Treatment	1	LS	\$ 500.00		\$ 500
DIVISION 32 - EXTERIOR IMPROVEMENTS						
	Bid Scope 32D - Landscaping					\$ -
	Landscaping					\$ -
	Confirm all notes 1-15 on LA-01					\$ -
	Confirm all specifications Parts 1 through 4 on LA-02					\$ -
L3	Artificial Turf	1	LS	\$ 21,600.00		\$ 21,600
I21	Gumbo Limbo					\$ -
I22	Coconut Palm	2	EA	\$ 5,400.00		\$ 10,800
I23	Cordgrass	58	EA	\$ 18.00		\$ 1,044
L23	Muhly Grass	51	EA	\$ 18.00		\$ 918
L26	Root Barrier 24" Depth (Tree Grates)	1	LS	\$ 6,286.00		\$ 6,286
L27	Root Barrier 36" Depth	1	LS	\$ 3,909.00		\$ 3,909
	Excavate Mulch / Root Prune Palms	1	LS			\$ -
L28	Shell Mulch	1	LS	\$ 5,712.00		\$ 5,712
L24	Rain Garden Substrate	42	SY	\$ 90.00		\$ 3,780
L25	Coconut Fiber Slope Mat	1	LS	\$ 650.00		\$ 650
	Tree Grates - Material (NIC)					\$ -
L10	Tree Grates - Labor	8	EA	\$ 50.00		\$ 400
	Trench Drain Grates - Material (NIC)					\$ -
L11	Trench Drain Grates - Labor	200	FL	\$ 3.00		\$ 600
L29	Irrigation	1	LS	\$ 8,100.00		\$ 8,100
	Tree Protection	8	EA	\$ 150.00		\$ 1,200
	Root Pruning	1	LS	\$ 750.00		\$ 750
	Bid Scope 32E - Pavers					\$ -

L2	Pavers	1	LS	\$ 8,628.00	\$ 8,628
	Sand Set Clay Pavers - Herringbone Pattern	1,000	SF		\$ -
	Sand Set Clay Pavers - Running Bond Pattern	790	SF		\$ -
	Sand Set Clay Pavers - Borders	75	SF		\$ -
	Add 1" to Sand Bed	1	LS		\$ -
	Ribbon Curb	1	LS	\$ 11,130.00	\$ 11,130
DIVISION 33 - SITE UTILITIES					
	Subtotal Construction Costs				\$ 702,878
5.00%	Construction Contingency	5.00%			\$ 35,144
5.00%	Design Contingency	5.00%			\$ 35,144
	Total Construction Cost				\$ 773,166
	***NOTE PERMITS, MISC IMPACT, ZONING, ETC. & CM FEES NOT INCLUDED IN ABOVE				
A1	Building Permit Fees - Allowance				\$ 8,100
	Impact Fees Excluded (Excludes Zoning, Review & Development Fees)				\$ -
1.00%	General Liability Ins	1.00%			\$ 7,813
1.00%	Builders Risk Ins	1.00%			\$ 7,813
10.00%	CM Fee	10.00%			\$ 79,689
1.00%	Payment / Performance Bond	1.00%			\$ 8,766
	Total Construction Cost				\$ 885,346

PRINCIPALS

Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

October 18, 2021

Chelsea O'Riley
Town of Fort Myers Beach
Public Works
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Subject: ITB-21-18-PW
Bayside Park Improvement Project
Value Engineering Opportunities

Dear Ms. O'Riley,

DRMP, Inc. has reviewed and coordinated with the high bidder for the above referenced project. We have through preliminary discussions with the design team and the contractor, we have identified several opportunities to reduce the costs associated with the construction of the project through value engineering (VE). Outlined below are descriptions of the changes with potential savings and the effort to required to make the change

VE Opportunity	Potential Savings	Effort to Accomplish	Approximate Cost to Accomplish	Town Tradeoff
Remove Deep Foundation	\$250,000	Geotechnical VE Report, Revise Structural Engineering Calculations	\$20,000	• VE Fees
Revise Stage Design (custom)	\$50,000	Architectural, Structural Engineering, Hardscape revisions	\$15,000	• VE Fees • Accept a rectangular stage over round • Accept a shorter stage riser
Revise Stage Design (prefab)	\$100,000	Architectural, Structural Engineering, Hardscape revisions	\$15,000	• VE Fees • Accept a prefab stage over round • Accept a shorter stage riser
Redesign Shade Sails	\$20,000	Architectural, Structural Engineering, Hardscape revisions	\$10,000	• VE Fees • Accept a 6 larger shade sails instead of 10 smaller ones • Accept maintaining shade sails by removing/stowing for 90 MPH wind
Reuse existing clay pavers	\$20,000	None	Town's Labor	• Town accepts responsible for picking up, cleaning,

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www.DRMP.com

				palletizing, storing and delivering pallets to project site.
Modify site furnishings	\$40,000	None	None	• Town to purchase and install all site furnishings and water fountain as needed
Relocation of Specimen Tree to avoid utility conflicts	\$120,000	Utilities/Civil and hardscape revisions	\$10,000	• VE Fees • Accept new location of specimen tree
Allow Contractor to re-bid based upon new design & other misc. items.	\$50,000	Design Team to work with Contractor to further reduce prices	\$10,000	• VE Fees • Time & effort of Town staff and design team to accomplish the Town's direction.

The **approximate total savings is \$600,000**, depending upon the Town's direction. Some of these items may or may not be able to be combined with each other and the result of savings will not be realized until the entire design is VE'ed based on the Town's direction for each item, and then re-priced. The VE effort and associated cost will be negotiated with the Town, once direction is received. Please note, labor and material continue to be volatile and potential savings may vary based upon pricing received at the time the project is re-bid.

Thank you for the opportunity to serve the Town of Fort Myers Beach. We look forward to the successful completion of this project. Please let me know if there are any questions.

DRMP, Inc.



Paul Benvie, P.E.
Office Leader

PART E
FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(1 of 6 Pages)

CONSTRUCTION CONTRACT AGREEMENT

Contract No. _____

Council Award Date: _____

AGREEMENT

THIS CONTRACT is made this _____ day of _____ by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter called "**TOWN**," and **Wright Construction Group**, a corporation, 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 Bayside Park improvements ITB-21-18-PW in accordance with the Contract Documents. 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. A Scope of Services is attached marked Exhibit "A".

ARTICLE 2. CONTRACT SUM

- 2.1. The TOWN shall pay the CONTRACTOR, in current funds, for the performance of the work described in Exhibit "A", subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of:

\$885,346.00

said amount being the negotiated **Total Base Bid Amount** originally listed on the CONTRACTOR's Official Bid Proposal Form that was submitted for this project.

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 percent (95%) of that portion of the Contract Price properly allocated to

labor, materials and equipment incorporated in the Work and ninety 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. 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; addenda; 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; the General Conditions; the Specifications and Drawings; any Special Conditions; all Written Amendments; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

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.
- 5.2. Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal, 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 the number of days specified in the Bid Proposal, 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 **\$500.00** 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.

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.

7.1.1 PROSECUTION OF THE WORK.

The CONTRACTOR shall be responsible for the good 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. PROJECT RECORDS

The CONTRACTOR shall maintain auditable records concerning the project adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the TOWN reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, ten (10) years for capital improvements to real property, and shall be readily available to TOWN personnel with reasonable notice, and to other persons in accordance with the Florida Public Records Law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

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 he shall hold harmless and defend 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 Document 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.

- 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, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the parties arising from this Agreement shall be conducted in Lee County, Florida. In the event of any litigation and/or binding arbitration arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
- 10.10. TOWN reserves unto itself 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 architect or consulting engineer, if applicable. This provision supersedes any other contradictory provisions in the Contract Documents.
- 10.11 Pursuant to existing laws and procedures in the State of Florida, and if approved and authorized by the TOWN's Council, any dispute arising out of or relating to any of the contract documents or this Agreement shall be submitted to binding arbitration in Lee County, Florida, before a single lawyer arbitrator having at least ten (10) years' experience in similar matters, and who is mutually acceptable to the parties, or approved as selected by the Lee County Court Mediation/ Arbitration Office. The parties shall equally divide the expenses of such arbitration, and the prevailing party in such arbitration shall be entitled to award of reasonable attorney fees and costs (exclusive of the actual cost of arbitration to be shared equally by the parties) incurred in the preparation for arbitration of such dispute and further such prevailing party shall also be entitled to reasonable attorney fees and costs incurred in any proceedings to enforce or compel its arbitration rights or obtain order(s) confirming such arbitration or award or any attorney fees or cost incurred

in proceeding thereafter to enforce such rights in addition to the above and foregoing rights.

- 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.

ARTICLE 11. E-VERIFY

- 11.1 ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

In witness whereof, TOWN and CONTRACTOR have signed this agreement. One counterpart has been retained by the Town Clerk, one to the Project Sponsoring Department, and one part each 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)

(Correct Name of Business)

(Corporate Seal)

BY: _____
(Title)

Date: _____

TOWN OF FORT MYERS BEACH COUNCIL
FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____
Town Clerk

BY: _____
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM

BY: _____
Town Attorney

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ____ day of _____,
2020 BETWEEN THE TOWN AND _____, PROVIDER.

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

Bayside Park improvements per ITB documents

DRAFT

ATTACHMENT “A” – GENERAL CONDITIONS

DRAFT

1. Requested Motion:

Meeting Date: November 1, 2021

Authorize the Town Manager to approve STA NO. 16 for additional Tier 1 Services with Tetra Tech under Contract No. 20-22-AD for \$52,105.

Why the action is necessary:

Authorizes the Town Manager to execute an agreement for Tier 1 Services.

What the action accomplishes:

Provides Final Design & Permitting, Procurement Assistance, Public Outreach, and Construction Administration.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

STA NO. 16 would complete the design and construction of the water and stormwater improvements designated as Tier 1.

The Tier 1 Side Streets include: Lagoon Rd, Buccaneer Dr, Williams Dr, Lauder St, Estrellita Dr, Gulfview Ave (Bay), Mandalay Rd, Shell Mound Blvd, Fairview Blvd, Mid Island Dr, First St, Bayland Rd, Crescent St, Madison St, Andre Mar Dr, Lovers Lane, Sterling Ave, Pepita St, and Bahia Via.

Attachments:

1. STA NO. 16 Tier 1 Services

Financial Impact:

6. Alternative Action

7. Management Recommendations:

Approve

8. Recommended Approval:

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

Created/Initiated - 10/25/2021
Approved - 10/25/2021
Approved - 10/27/2021
Approved - 10/27/2021
Final Approval - 10/27/2021

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

X Supplemental Task Authorization

NO.: 16

CONTRACT/PROJECT NAME: Additional Tier 1 Services

CONSULTANT: Tetra Tech

PROJECT NO.: _____

SOLICIT NO.: 20-22-AD

CONTRACT NO.: 20-22-AD

REQUESTED BY: Christy Cory, Utilities Director

DATE OF REQUEST: 10/01/21

PURCHASE ORDER NUMBER: _____

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 10/1/21

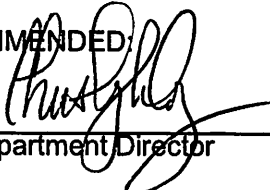
EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 10/1/21

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 10/1/21

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 10/1/21

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

RECOMMENDED:

By: 
Department Director

10/22/21
Date

By: _____
Contracts Manager Date

ACCEPTED: Tetra Tech

By: 
Consultant/Provider

10/20/21
Date

TOWN APPROVAL:

By: _____
Town Manager Date

Date to Proceed: _____

Cost of STA: \$ 52,105

Completion Due Date: _____

Date: 10/1/21

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
ADDITIONAL TIER 1 SERVICES

Overview

STA NO. 16: Additional Tier 1 Services

The Town of Fort Myers Beach (TOWN) owns and maintains the stormwater collection, treatment and conveyance systems located within the TOWN's rights-of-way. The TOWN has been working to replace the water and stormwater infrastructure. As part of this effort, the TOWN has previously authorized to improve some of the streets within the TOWN, designated Tier 1 Side Streets. Tetra Tech (CONSULTANT) is currently working to complete the design and construction of the water and stormwater improvements for these streets. In addition, the TOWN previously authorized the CONSULTANT to perform the design for the potable water improvements for the remainder of the side streets throughout the island. Prior to proceeding with the installation of the proposed side street improvements for water and recognizing the benefit of performing all work required along a residential street at one time, it was requested to evaluate the remaining side streets to determine the need and design alternatives for stormwater. Utilizing survey data (collected under STA 20) and input from the TOWN on problem areas, each street was reviewed, and alternatives were developed for available stormwater methods and placed into Tiers based on the feasibility and positive impact that infrastructure replacement would have on a given street. This gave the TOWN the ability to make a decision on a street-by-street basis as to which streets should be further considered for improvements and which type of method may work (closed or open system). By performing this preliminary design effort, the TOWN utilized the recommendations provided by Tetra Tech to move forward with infrastructure improvements on the fifteen (15) Tier 1 side streets. Additionally, after council discussion it was requested that Lovers Lane be added to the streets receiving improvements. These are the following 16 streets:

These include:

- | | | |
|-------------------------|-------------------------------------|--------------------|
| • Lagoon Road | • Mandalay Road | • Bayland Road |
| • Buccaneer Drive | • Portions of Shell Mound Boulevard | • Crescent Street* |
| • Williams Drive | • Fairview Boulevard | • Madison Court |
| • Lauder Street | • Mid-Island Drive | • Andre Mar |
| • Estrellita Drive | • First Street* | • Lovers Lane |
| • Gulfview Avenue (Bay) | | |

*Design and construction oversight for First and Crescent was included in the previously approved STA 13 and thus is not included within the previously approved Tier 1 scope of services.

Additionally, in an effort to provide improvements on each street within the TOWN, it was requested that minimum improvements be designed for up to sixty-five (65) remaining side streets. Minimum improvements generally consist of swale reclamation, baffle box installation, outfall rehabilitation and/or the addition of backflow prevention.

In discussions with TOWN staff, it has been determined that additional streets are to be added to the Tier 1 effort and incorporated into the design effort currently underway. Three (3) streets have been identified as a part of this effort. They include

- Sterling Avenue (1,225 LF)
- Pepita Street (600 LF)
- Bahia Via (1,050 LF)

Since survey and 30% design have been completed for the streets listed above, this scope of services covers the completion of design and procurement services as needed.

Certain assumptions have been made in developing the scope of services. To the extent reasonably possible, they are stated. If changes to the project result in changes in the level of effort presented in this scope of services, the scope of services and related fee will be revised by mutual agreement.

Scope of Services:

Task 1 – Final Design & Permitting

- 1.1 Final Design – Upon authorization, the CONSULTANT will proceed with the final design, which will result in preparation of engineering drawings and technical specifications to supplement the set currently under development. Note that the design documents will be prepared as if this project is to be constructed under one contract and thus, only one drawing set will be created for all streets.

Deliverables will be submitted to the TOWN for review at 60-, 90- and 100-percent completion levels, with the intent to competitively bid the project to a pre-qualified TOWN contractor. The 60-percent submittal will generally include: plan view drawings showing the initial proposed location of the water main improvements and including updated survey and SUE data collected under Task 1; a preliminary opinion of probable construction costs and draft technical specifications (using the TOWN's standard specifications). The 90-percent submittal will generally include: updated engineering drawings with plan and profile views and construction details, updated technical specifications and an updated opinion of cost. A PDF set of drawings and specifications will be provided to the TOWN for each review. A review meeting will be held with the TOWN following each submission. Tasks anticipated to be completed during this phase are summarized below:

- a. The CONSULTANT will utilize and reasonably rely upon existing survey data performed by others as well as data collected under Task 1 to develop the design plans.
- b. The Contract final drawings shall generally include, but not be limited to the following:
 - 1) Civil plans to display the demolition and plan & profile sheets. Sheet layouts will be at 1:30-scale, prepared for 22x34 inch drawings sheets (to allow for production at half scale on 11x17 inch sheets while maintaining a 1:60 scale). Each sheet will display approximately 500-ft of improvements which will result in an estimated sheet count as follows:
 - Sterling Avenue (3 sheets)
 - Pepita Street (2 sheets)
 - Bahia Via (2 sheets)

- 2) Demolition drawings, as needed.
- 3) Maintenance of Traffic drawings, as required.
- 4) Standard and specific construction details (using the TOWN's standard details where applicable, and specialized details specific to the project to be developed where required).
- c. Following development of the 60-percent plan set, the CONSULTANT will forward drawings to all known utility providers (determined during Task 1.2) to verify the location of utilities and to comment on potential conflicts. Upon receipt of information from the utility providers, the design drawings will be adjusted to reflect changes or discrepancies and adjustments will be made to the proposed water main location.
- d. Using the TOWN's standard specifications, the CONSULTANT will develop a technical specification package (Divisions 2 through 16). Where the TOWN's specifications may not cover specific work proposed, the CONSULTANT shall develop and incorporate additional technical specifications for inclusion with the TOWN's specifications. The technical specifications will be prepared using Microsoft WORD. This effort includes the development of technical specifications and a bid schedule. It is understood that the TOWN will utilize its existing contract with Mitchell & Stark and that the technical specifications will be incorporated into the contract as an amendment.

- 1.2 Permitting – As with final design, permitting is anticipated to be completed for a single phase. If the plan and implementation proceed in a manner which requires certain streets to be permitted sooner than others based on schedule, then the CONSULTANT will make accommodations to do so. As such, it is feasible that 1 to 3 permit applications will be prepared for each type of permit required. Our scope assumes that (3) of each application will be prepared/submitted. Permits for the proposed improvements are anticipated from the Lee County Department of Health (LDOH), Florida Department of Environmental Protection (FDEP) for the stormwater pollution prevention plan (SWP3) and Notice of Intent (NOI), South Florida Water Management District (SFWMD) and the Army Corps of Engineers (ACOE). No dewatering permit is anticipated as the TOWN holds a master dewatering permit. During the construction phase, the Contractor will be required to follow the TOWN's master dewatering permit and submit a plan which shall conform to this dewatering permit. In order to obtain the subject permits, the CONSULTANT will perform the following permitting services:
- a. Schedule and attend pre-application meetings with each regulatory agency for the purpose of verifying permit requirements. It is anticipated that meetings will be held with the following agencies:
 - Florida Department of Environmental Protection (FDEP)
 - Lee County Department of Health (LDOH)
 - South Florida Water Management District (SFWMD)
 - US Army Corps of Engineers (USACE)
 - b. Prepare and submit to the LDOH, an Application for a Specific Permit to Construct PWS Components (FDEP Form 62-555.900(1)), along with backup documentation. It is anticipated that one (1) permit application will be submitted for all improvements.
 - c. Prepare and submit Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) applications to the FDEP for stormwater control during construction.
 - d. Prepare and submit to the South Florida Water Management District and Army Corps of Engineers for the stormwater infrastructure improvements.
 - e. The TOWN currently holds a master dewatering permit with the South Florida Water Management District (SFWMD). The Contractor will be required to prepare a

submittal package outlining their plans to perform dewatering accordance with the TOWN's existing permit.

- f. DRAFT permit applications for each required permit will be submitted to the TOWN for review with the 60-percent submittal. Upon review by the TOWN, the CONSULTANT will finalize all applications and submit them to the TOWN for signature. The intent will be to submit the applications at the 90-percent completion stage.
- g. The CONSULTANT will include a request for a check from the TOWN for each application in the amount required by each regulatory agency. Backup documentation to support the application fee will also be included. All permit application fees will be paid by the TOWN.
- f. The CONSULTANT shall respond to one (1) request for additional information (RAIs) from each permitting agency to clarify the original application(s).
- g. At this time, no Environmental Resource Permit (ERP) is anticipated to be required from the SFWMD.
- h. At this time, no impact is anticipated to threatened or endangered species, and therefore, no permitting is proposed at this time for potential impacts.

Task 2 –Procurement Assistance

- 2.1 The proposed scope of services is based on the construction activities being performed by a pre-qualified TOWN Contractor.
 - a. Furnish TOWN with a "master set" of construction documents in electronic format, as well as 22" x 34" full scale drawings and a "master set" of technical specifications for use in bidding. Electronic formats for the drawings will be the current version of AutoCAD and Acrobat PDF. For the specifications, the formats will be Microsoft Word and Acrobat PDF. It is assumed that the TOWN will be responsible for advertisement and distribution of bid packages to potential bidders.
 - b. Attend pre-bid meeting.
 - c. Prepare and issue addenda, as approved by TOWN, containing clarifications or technical revisions that become apparent during bidding.
 - d. Conform the contract documents at the end of the bidding phase to reflect any changes to the project design, construction drawings or specifications caused by addenda to bid packages or changes initiated by TOWN.

Task 3 - Public Outreach

No additional public outreach services are included in this scope of services.

Task 4 – Construction Administration

No additional Construction Administration services are included in this scope of services.

Hourly Breakdown:

Rates per Standard Rate Schedule

Total Cost (of Job): *\$52,105.00*

EXHIBIT BDate: October 1, 2021

COMPENSATION AND METHOD OF PAYMENT FOR
ADDITIONAL TIER 1 SERVICES

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Final Design and Permitting	\$49,985.00	NTE	WIPP
#2	Procurement Assistance	\$2,120.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$52,105.00	NTE	

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 October 1, 2021, 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 October 1, 2021 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 1, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
ADDITIONAL TIER 1 SERVICES

Consultant or Sub-consultant Name: Tetra Tech
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each

Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 1, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR ADDITIONAL TIER 1 SERVICES

CONSULTANT OR SUB-CONSULTANT NAME: Tetra Tech
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: October 1, 2021

TIME AND SCHEDULE OF PERFORMANCE FOR ADDITIONAL TIER 1 SERVICES

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Final Design and Permitting	365 days	365 days
#2	Procurement Assistance	365 days	365 days

EXHIBIT D

Date: October 1, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
ADDITIONAL TIER 1 SERVICES

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	Tetra Tech					

1. Requested Motion:

Meeting Date: November 1, 2021

Authorize Town Staff to apply to the State for the Clean Vessel Act grant for the trade in and purchase of a replacement pumpout boat from Pumpout USA in the amount of \$153,754.67 and authorize the Town Manager to execute contract documents. (Trade in value = grant match)

Why the action is necessary:

To authorize the Town Manager or his designee to apply for Clean Vessel Act Grant Funds and execute contract documents for the replacement of the Town's Pumpout Boat.

What the action accomplishes:

Authorizes the grant application to replace the Town's pumpout boat at no cash outlay.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

In Summary: The pumpout boat that is used to pumpout mooring field patrons as required by grant aid requirements is needing recurring repairs and not the needs of operations. The boat has had many repairs that have delayed servicing of customers. The Anchorage Advisory Committee and staff have discussed moving forward with the procurement of a replacement vessel.

New Pumpout Vessel Cost: \$153,754.67

75% Grant Award: \$115,316

25% Match: \$38,438.68

The grant match will be met by the value of the vessel trade-in, which totals \$38,438.68

The other two companies could not provide replacement boats due to them not manufacturing the type of pumpout boat that meets the specs similar to the current pumpout boat.

Attachments:

1. FINAL Quote for Model 26T-1000Fort Myers Beach 10-18-2021
2. CVA-Pumpout boat app 2021

Financial Impact:

\$153,754.67, Capital Improvement Funds - Fund 40; Subject to obtaining grant, final cash outlay cost to the Town is zero dollars.

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the grant application.

8. Recommended Approval:

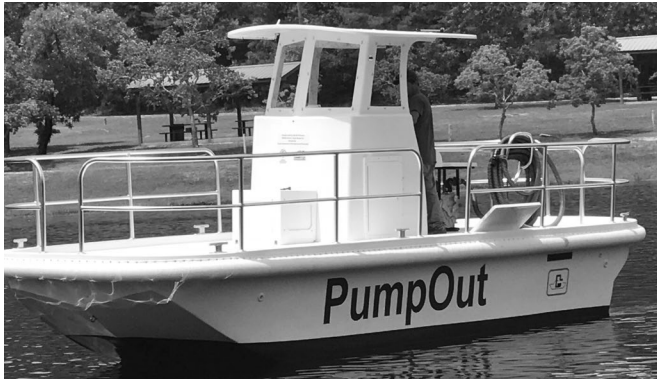
Chelsea O'Riley, Public Works Director
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/28/2021
Approved - 10/28/2021
Approved - 10/28/2021
Approved - 10/28/2021
Final Approval - 10/28/2021



PRODUCT QUOTE FOR MODEL: 26T-1000

Quote Details:



QUOTE DATE:

10-18-2021

CUSTOMER NAME / POC:

Town of Fort Myers Beach

BILLING ADDRESS:

2523 Estero Blvd F M B, FL 33931

SHIPPING ADDRESS:

Same

CUSTOMER TELEPHONE:

239-322-6421

CUSTOMER EMAIL:

Chelsea@fmbgov.com

SALES PERSON:

Dan

QUOTE APPROVED BY:

DCB

YOUR MODEL 26T-1000 WILL BE DELIVERED WITH THE FOLLOWING FEATURES:

- Custom Engineered 26'
- All Composite Construction (no wood)
- Anti-Fouling Bottom Paint
- Motor selection: 150 Suzuki 4 Stroke
- Center Console or Pilot House
- Inset Motor Well for Improved Mobility
- Custom 6" Proprietary Fender System
- Custom Crafted 1 1/4" Heavy-Duty Anodized Safety Rail
- Custom Crafted "Tee" Deck Cleats - 6 each
- Custom Deck Hardware
- Below Deck Storage
- Electric Trim Tabs
- Hydraulic Steering
- 1,500 GPH Bilge Pump System
- 3.8 GPM Raw-Water Wash Down System w/ 25' Hose
- Navigation Lights
- 12 Volt Accessory Plug
- 45-Gallon Aluminum Fuel Tank

- VHF Radio
- Digital Depth Finder
- Fused Electrical Switch Panel
- Compass
- Heavy Duty Battery Switch
- Heavy Duty Marine Battery
- 1,000-Gallon Heavy-Duty Waste Tank
- Waste Pump: Edson 12V Diaphragm
- Custom Fiberglass Pump Cover
- Waste Tank Overfill Alarm and Warning Light
- 50ft' of 1 1/2" Suction Hose with Sight-Glass Monitor
- Waste Pump Fittings and Accessories and Hose Rack
- Vessel Signage
- USCG Required Safety Package
- Dock Lines and Anchor Kit
- 4 Hours of Onsite Training
- HD Aluminum Tandem Axle Trailer

PRICE DETAILS:

PRICE:	\$153,754.67
STATE SALES TAX (WHERE APPLICABLE)	Municipality NA
26T1000 TRADE IN VESSEL	CREDIT - 38,438.68
DELIVERY: (\$4.00 x 540 MILES)	2,160.00
TOTAL PURCHASE PRICE:	\$117,475.99

TERMS AND CONDITIONS OF SALE INCLUDED ON THE FOLLOWING PAGES

ALL PRICES ARE F.O.B. DEFUNIAK SPRINGS, FLORIDA

50 % DEPOSIT DUE UPON ACCEPTANCE OF QUOTE AND BALANCE DUE UPON DELIVERY

CUSTOMER IS RESPONSIBLE FOR PAYING ALL APPLICABLE LOCAL/STATE SALES TAX

QUOTE IS VALID FOR 120 DAYS FROM DATE OF QUOTE (LISTED ABOVE). PLEASE ALLOW UP TO 120 DAYS FOR DELIVERY.



(850) 892-0807



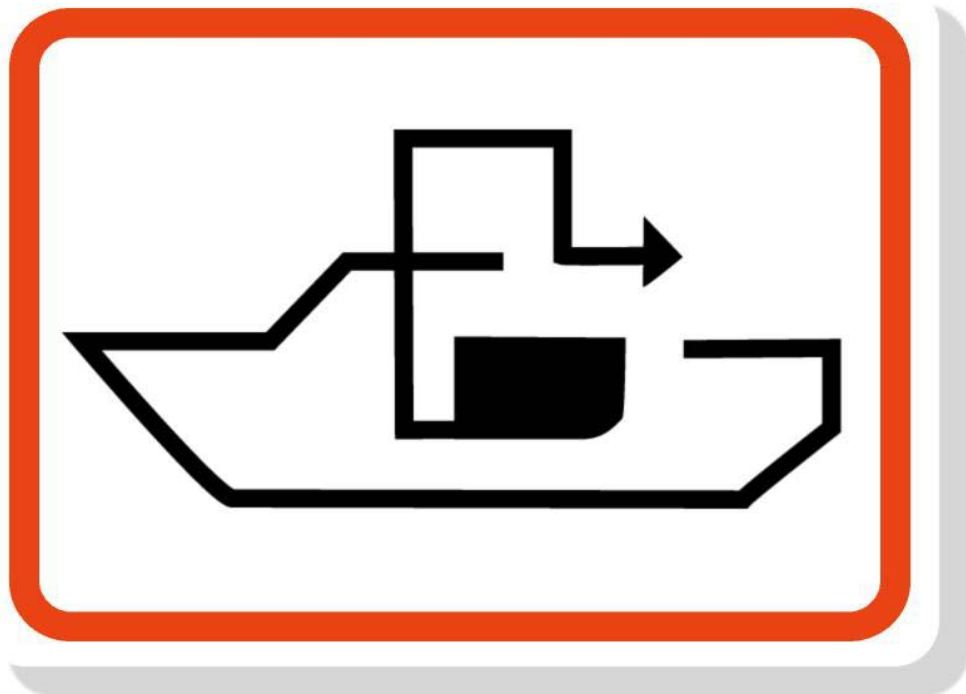
sales@pumpoutusa.com

www.PumpOutUSA.com



Florida Department of Environmental Protection

Clean Vessel Act Grant Application & Instructions



KEEP FLORIDA'S WATER CLEAN



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
CLEAN VESSEL ACT GRANT PROGRAM
CLEAN VESSEL ACT GRANT APPLICATION



The Clean Vessel Act (CVA) Grant Application is an Adobe Acrobat fillable form that allows submission of completed applications via email. [Adobe Reader 8.0 or higher](#) is required to submit the application.

Terms and Conditions

Please review the following terms **before** completing the application form on the next page. **Check boxes indicate additional documentation required to be submitted with the application to be considered complete.** Detailed instructions can be found at the [CVA Program website](#).

Work may not begin until an Agreement is fully executed by DEP and the facility has been formally informed that the project may begin.

☐ **Public Access and Fees:**

The facility must agree to provide public access to the pumpout equipment, regardless of membership status. Facilities are encouraged to offer pumpout services free of charge. However, should a fee be required to use the pumpout equipment it cannot exceed \$5.00 per vessel pumped, for the life of the executed Agreement, as well as 5 years beyond the Agreement's completion date.

☐ **Permits:**

Grantees are required to submit copies of applicable permits to the CVA Program in order to receive reimbursement for any permitted activities performed within the scope of the project.

☐ **Vendor Registration:**

Private businesses and governmental entities must be registered and active with the State of Florida - Department of Management Services, My Florida Marketplace Vendor System. Register at <https://vendor.myfloridamarketplace.com>.

☐ **Business Registration:**

Private businesses (not applicable to governmental entities) must be registered and active with the State of Florida – Division of Corporations/Sunbiz. If applicable, register/activate the Fictitious Name being used. Register at: <https://efile.sunbiz.org/onlmenu.html>.

☐ **W-9 Form and Substitute W-9 Filing:**

Private businesses and government entities are required to submit a copy of their W-9 form with their grant application **and** file the facility's substitute W-9 with My Florida Marketplace. File substitute W-9s at: <https://flvendor.myfloridacfo.com>.

☐ **Insurance:**

A current Certificate of Insurance that includes the Florida Department of Environmental Protection as an additional insured must be submitted with the grant application submission. Facilities must be insured by carriers licensed in or eligible to do business in Florida, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. See the [CVA Application Supporting Documents](#) webpage for detailed instructions.

Florida government applicants, which are self-funded for liability insurance, may provide an official letter-head, from the city or county CFO confirming the governmental entity as self-insured, as an alternative.

☐ **Vendor Quotes:**

Two competitive quotes for any purchase of goods or services that exceed \$2,500 and over need to be submitted along with the grant application submission. See the [CVA Application Supporting Documents](#) webpage for detailed instructions on procurement requirements.

- **Allowable Expenses:**

Expenses for permits, site preparation, equipment purchase and installation, renovation, operations, maintenance and repair, sewage hauling, required CVA signage, and educational materials are allowed for reimbursement.

- **Signage:**

The grantee must purchase and display at least one pumpout operation sign with accreditation information and one pumpout symbol sign. Both signs must be posted no later than the time of your final payment submission or before any operations funding is expended, whichever is earlier.

- **DEP District Site Visit:**

DEP District Coordinator may visit the facility to determine if any permits are needed for the proposed project. As well as to ensure the proposed pumpout location allows for proper sewage disposal. This will not be a regulatory inspection, but it must be conducted as a federal grant requirement.

Facility Information

Facility Name: Matanzas Pass Mooring Field			
Owning Entity: Town of Fort Myers Beach		FEIN: 65-0632342	
Facility Address: 450 Old San Carlos Blvd.			
City: Fort Myers Bach	State: FL	County: LEE	Zip Code: 33931
Mailing Address (if different): 2525 Estero Blvd.			
City: Fort Myers Beach	State: FL	County: LEE	Zip Code: 33931
Facility Phone Number: 239-224-4118		Facility E-mail Address: harbormaster@fmbgov.com	
Facility Contact: Randy Paniagua		Contact E-mail Address: randup@fmbgov.com	
Contact's Title: Administrative Officer		Facility Website: https://www.fortmyersbeachfl.gov/109/Matanzas-Harbo	
Facility's coordinates (in decimal degrees)?		Latitude: 26.45629557010449	Longitude: -81.95452313987252
Find your facility's coordinates here: http://www.latlong.net/			
Total number of slips currently have at the facility:	Wet: 0	Dry: 0	Mooring: 70
Of the total slips, how many are:	Transient: 70	Dedicated to one Owner: 0	
Name of the common/local waterbody where the facility is located: Matanzas Pass			
Proposed pumpout projects is for an:	☒ Existing Facility ☐ Proposed Facility (<i>Not yet under construction</i>) ☐ Facility currently under construction		
Facility Type (check all that apply):	☐ Marina ☐ Boat Ramp ☐ Boatyard ☐ Dockominium ☒ Mooring Field ☐ Yacht/Boat Club ☐ Other		
Is the facility a designated:	☐ Clean Marina ☐ Clean Boatyard ☐ Resilient Marina ☐ Clean Retailer ☒ None		
If none, are you interested in learning more about the Clean Marina Program		☒ Yes	☐ No
Is the facility owned/ operated by a self-insured government entity?		☒ Yes	☐ No
Does the facility allow public access to docking and marina services?		☒ Yes	☐ No
Does the facility currently have pumpout equipment?		☒ Yes	☐ No
If yes, was the current equipment purchased through a past CVA grant?		☒ Yes	☐ No
Will the proposed pumpout project be replacing the current equipment?		☒ Yes	☐ No
Does the facility have a State Lands Lease?		☒ Yes	☐ No
If yes, what is the submerged land lease number:		360032595	

Project Description

Anticipated project state date: 11/1/2021		Anticipated project completion date: 12/29/2021	
Requested equipment type (check all that apply):		☒ Pumpout Vessel ☐ Portable Unit ☐ Lift Station ☐ Dump Station ☐ Portable Toilet Waste Station	
Where on the premises will the pumpout/dumpout be located?		☒ On Dock ☐ On Land	
Number of pumpout connections to be installed through this project?			
Disposal method for the proposed pumpout/dumpout/boat sewage?			
☐ Directly to a permitted wastewater treatment facility ☐ Directly to an on-site sewage treatment system ☐ Directly to an on-site septic tank ☒ Into holding tank, then transported to permitted wastewater treatment facility			
Availability of pumpout/dumpout services?		☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☒ Saturday ☒ Sunday ☐ 24 hours a day	
Between the hours of:		<input <input="" and="" type="text" value="2 p.m." =""/>	

Estimated Project Budget

See the [Estimated Project Budget](#) page on our website for more information.

Tasks	Category	Total Amount	75% grant	25% Match
Permits	Miscellaneous Expenses		\$ 0.00	\$ 0.00
Site Preparation	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Renovation	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Equipment Purchase	Equipment Purchase	\$ 153,754.67	\$ 115,316.00	\$ 38,438.67
Equipment Installation	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Operations of Equipment	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Maintenance and Repair	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
	Miscellaneous Expenses		\$ 0.00	\$ 0.00
Sewage Hauling	Contractual Services		\$ 0.00	\$ 0.00
Pumpout Signage	Miscellaneous Expenses		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Educational and Instructional Materials	Miscellaneous Expenses		\$ 0.00	\$ 0.00
	Total Project Amount 100%	\$ 153,754.67		
	Total Grant Award Amount (up to 75%)		\$ 115,316.00	
	Total Match Amount (no less than 25%)			\$ 38,438.67

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

Hourly Rate of Pay for Grant Reimbursement

See the [Hourly Rate of Pay for Grant Reimbursement](#) page on our website for information.
(Skip this chart if the proposed project's budget does not include in-house labor costs)

Position Title	Rate/Hour	# Hours	Total Salary (automatically calculated)
Example: Operations Worker	\$12.00	150	\$1,800.00
Harbormaster	\$ 21.00	520	\$ 10,920.00
Operations Worker	\$ 20.00	520	\$ 10,400.00
Operations Worker	\$ 20.00	520	\$ 10,400.00
Operations Worker	\$ 17.00	520	\$ 8,840.00
Operations Worker	\$ 17.00	520	\$ 8,840.00

Briefly summarize the proposed project and how grant funds will be used to complete the project.

- If the proposed project is requesting funds for equipment purchase, include pump types, and sizes.
- If the proposed project is requesting funds for any type of piping, list all piping sizes and lengths
- If equipment is being replaced, ensure that the current equipment and proposed equipment are thoroughly described.
- Rough sketches or Engineering Plans are highly encouraged to be submitted with application. Indicate where pumpout systems will be located at the facility.

Example Summary:

ABC Marina plans to install one stationary pumpout to service resident and visiting boaters. The pumpout will be installed on the dock with piping to service each boat slip. The proposed pumpout equipment will be purchased and installed by contractors. All permits will be obtained by the facility before the installation of the equipment, and during the grant award period. The plumbing and electrical wiring will be installed by local contractors. We plan to purchase and install the signs ourselves utilizing marina staff time. ABC would also like to apply for funds to operate and maintain the equipment once installed.

The Town took the upland services in house, which means maintaining a self-sustainable pumpout operation. The Town is requesting the following:

New Pumpout Vessel Cost: \$153,754.67

Match will be met by the value of the vessel trade-in, which totals \$38,438.68. The other two companies could not provide replacement boats due to them not manufacturing the type of pumpout boat that meets the specs similar to the current pumpout boat.

The proposed pumpout vessel is a Pumpout USA Model 26-T. The vessel holds a 1000-gallon waste tank that would allow the Town to operate within the standard that mooring field staff has created. The pumpout boat will service mooring field patrons who are within the mooring field and within the Town's jurisdictional boundary. The request of the vessel comes at a time where the current vessel's maintenance and repair cost; and future use have directed staff to purchase a new vessel.

As an authorized agent for Town of Fort Myers Beach I verify that this facility is in regulatory compliance with the Florida Department of Environmental Protection, and all local, state, and federal permits and approvals applicable to the project specified in this application will be obtained **before** beginning work or purchasing any equipment.

Name: Chelsea O'Riley

Title: Public Works Director

Date: 10/26/2021

Submission Instructions

- When you are satisfied with your entries and ready to submit the application, save a copy of the application form for your records by using the 'Save As' option under the 'File' menu.
- Once saved, click on the 'Submit Application' button below.
- An e-mail window will appear with the application attached.
- Before sending the email, **attach all required documentation listed on page one of the instructions**, along with the application. All document attachments are requested to be in PDF file, clearly titled with your facility's name.
- **Your application will not be processed or approved until all required documentation is received and approved.**

Submit Application

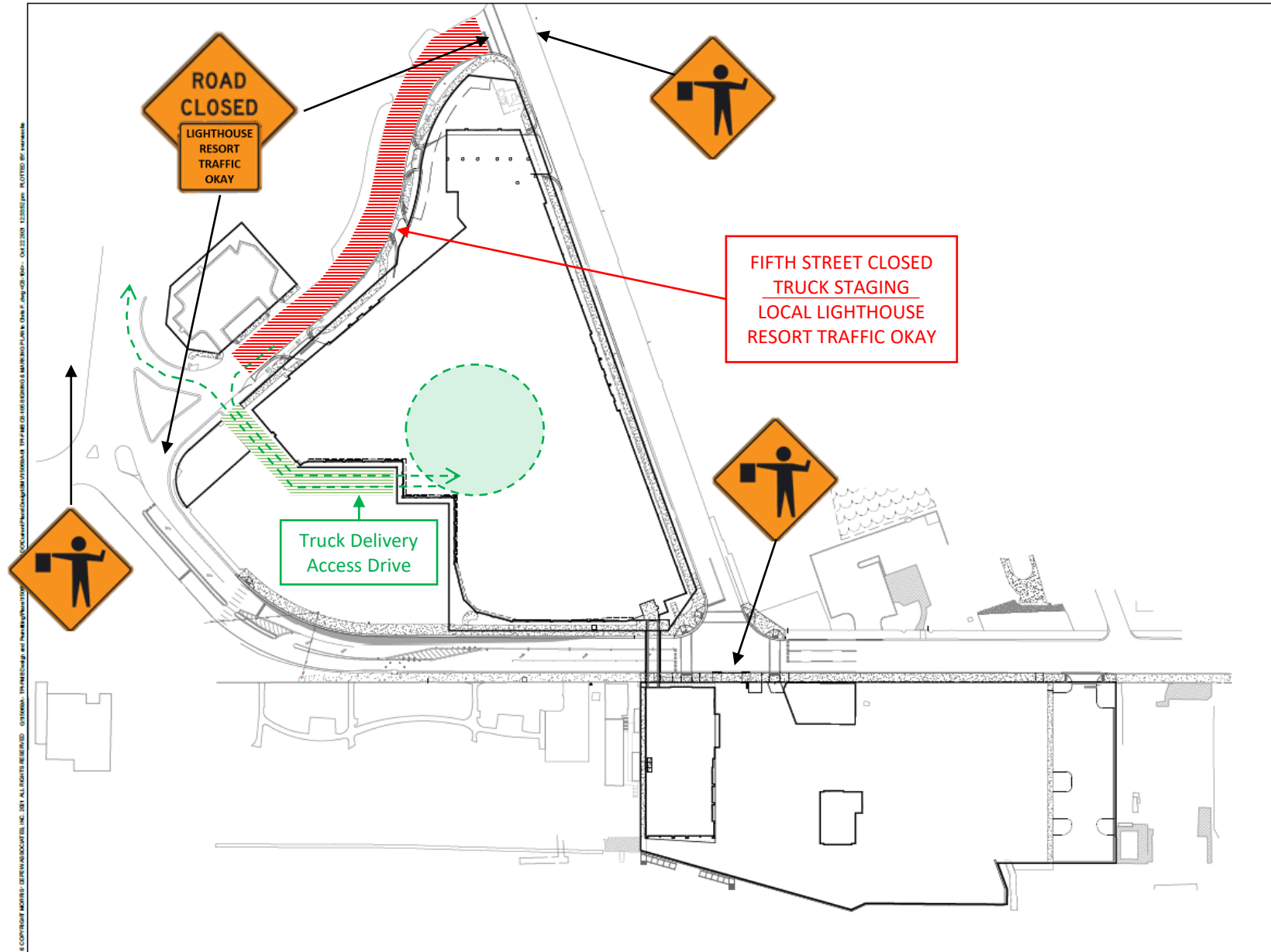
If you are unable to submit the application with the submission button above –
Email the completed application and required documentation to: Clean.Vessel.Act@dep.state.fl.us
OR

Fax the completed application and required documentation to: 1-866-340-4683

Electronic submission is highly encouraged, however should you be unable to submit the completed application and required documentation via email and/or fax, please contact the Clean Vessel Act office at Clean.Vessel.Act@dep.state.fl.us or 850-245-2100 to request a paper copy.

For help or further instruction visit the [Clean Vessel Act Website](#), or call us at 850-245-2100.

CONSTRUCTION TRAFFIC MITIGATION & SIGNAGE PLAN





PRIMARY SIGN

10-20-21

12' WIDE X 8' TALL





PRIMARY SIGN
8-20-21

12' WIDE X 8' TALL

