CITY OF LABELLE



AGENDA

Regular Commission Meeting Thursday, April 10, 2025, at 5:30 PM

LaBelle Commission Chambers 481 West Hickpochee Ave LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor Daniel Akin, Commissioner Jackie Ratica, Commissioner Bobbie Spratt, Commissioner Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, BAS, MMC, Deputy City Clerk Derek Rooney, Esq., City Attorney Mitchell Wills, Superintendent PW

Agenda

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Roll Call
- 4. Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items
- 5. Presentations
- 6. Consent Agenda Items for Consideration

(Any commissioner or citizen may request to have an item removed from the consent agenda and placed on the regular agenda for further discussion.)

- A. Approval of March Check Register
- **B.** Approval of March Minutes:

March 13, 2025 City Commission Meeting Minutes

- C. Approval of Staff Reports:
 - -HCSO Lt. Allen Hudson
 - -Fire Department- Chief Brent Stevens
 - -Building Department Mark Lynch
 - -Code Enforcement Zane Mungillo
 - -Public Works Mitchell Wills
- D. National Donate Life Month Proclamation
- E. FRS Health Insurance Subsidy Lisa Awbrey, HR Director
- F. Centennial Events Approval
- G. Fitch & Associates Proposal
- H. Wheeler Agreement Extension
- L Axis Infrastructure, LLC Piggyback Agreement (South LaBelle Village)
- J. Tetra Tech Proposal for Design of the SR 80 Potable Water Main Loop
- K. Tetra Tech Proposal Helms Road Water Main

7. Non-Public Hearing Items for Consideration

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

- A. City Dock Recommendations
- B. Tortilla Plant Tree Removal Permit Application
- C. Rate to Charge Port LaBelle Utility
- 8. Public Hearings and/or Ordinances

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

10. City Related Business by Commissioners

11. Adjournment

Upcoming Meetings:

April 22, 2025 Cenntennial Planning Committee Meeting

May 1, 2025 City of LaBelle Plan Our Growth to 2050

May 8, 2025 City Commission Meeting

*Be advised that the Commission may take action on items not listed on the agenda.

City of Labelle Office Closures:

May 26, 2025 Memorial Day

Meeting Records Request

Any person requesting the appeal of a decision of the City Commission will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of LaBelle does not prepare or provide such verbatim record.

Notice of Commission Meetings and Agendas

The second Thursday of each month are regular meeting dates for the City Commission; special or workshop meetings may be called, whenever necessary. Commission Agendas are posted on the City's website on the Friday prior to each Commission meeting. A copy of the meeting audio and the complete agenda may be requested at tiawarner@citylabelle.com or 863-675-2872.

Americans with Disabilities Act

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with five (5) days advance notice of any meeting, by contacting Deputy City Clerk Tijauna Warner at LaBelle City Hall, 481 W. Hickpochee Avenue, LaBelle, Florida. Phone No. 863-675-2872. Hearing Assistance: If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statute 286.26)

Page No: 1 Section 6, Item A.

Range of Checking Accts: First
Report Type: All Checks to Last

Range of Check Dates: 03/01/25 to 03/31/25
Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	e Vendor		Amount Paid	Reconciled/Void	Ref Num
GEN FUND	POOLED GI	ENERAL FUNI	D POOLED CASH			
	03/04/25		FLORIDA RETIREMENT SYSTEM	23,778.78		9406
			CALOOSA CATERING COMPANY INC	2,360.00		9408
2069	03/07/25	SOFDU	ST OF FL. DISBURSEMENT UNIT	166.92		9405
	03/10/25	AAP	ADVANCE AUTO PARTS	83.60		9409
	03/10/25	ATTM	AT&T MOBILITY	504.57		9409
	03/10/25	CENTLINK	CENTURYLINK	368.44		9409
	03/10/25	CLINK	ADVANCE AUTO PARTS AT&T MOBILITY CENTURYLINK CENTURYLINK COMCAST	316.27		9409
	03/10/25	COMCAST	COMCAST	321.18		9409
2077	03/10/25	(COUNTY TRANSPORTATION TRST FND	4 744 73		9409
2078	03/10/25	DPIWR005	DPI WRAPS & DETAILING, LLC	1,800.00		9409
2079	03/10/25	FMPT2	FLORIDA MUNICIPAL PENSION TRST	18,289.28		9409
2080	03/10/25	FPL	FLORIDA POWER & LIGHT	0.00	03/10/25 VOID	0
2081	03/10/25	FPL	FLORIDA POWER & LIGHT	22,482.57		9409
2082	03/10/25	GRAYROB	DPI WRAPS & DETAILING, LLC FLORIDA MUNICIPAL PENSION TRST FLORIDA POWER & LIGHT FLORIDA POWER & LIGHT GrayRobinson Attorneys At Law	17,932.50		9409
2083	03/10/25	PB	PITNEY BOWES INC	197.97		9409
2084	03/10/25	PBBI	PITNEY BOWES BANK INC	393.00		9409
2085	03/10/25	PHILLIPS	PHILLIPS A/C & HEATING SERVICE	778.00		9409
2086	03/10/25	TYLERH	FLORIDA POWER & LIGHT FLORIDA POWER & LIGHT GrayRobinson Attorneys At Law PITNEY BOWES INC PITNEY BOWES BANK INC PHILLIPS A/C & HEATING SERVICE TYLER HAMILTON DR YVETTE DESANTIAGO AJAX PAVING INDUSTRIES OF FL AMAZON CAPITAL SERVICES JOSHUA RIMES LILLIAN M DAVENPORT LIGHTNING WIRELESS SOLUTIONS MERIT PETROLEUM COMPANY NEWS-PRESS ORKIN, LLC SOUTHLAND SITE DEVELOPERS INC THE MAKER'S MOTIF INC. ST OF FL. DISBURSEMENT UNIT ACCENT BUSINESS PRODUCTS BUILDERS CHOICE SUPPLY INC BOBBIE SPRATT CITY OF LABELLE WATER AND SANI	99.00		9409
2087	03/10/25	YVETT005	Yvette DeSantiago	500.00		9409
2088	03/10/25	AJAXP005	AJAX PAVING INDUSTRIES OF FL	172,117.39		9412 Direct Deposit
2089	03/10/25	AMACS	AMAZON CAPITAL SERVICES	500.12		9412 Direct Deposit
	03/10/25	JOSHR	JOSHUA RIMES	2,600.00		9412 Direct Deposit
2091	03/10/25	LILLI005	LILLIAN M DAVENPORT	382.20		9412 Direct Deposit
2092	03/10/25	LWS	LIGHTNING WIRELESS SOLUTIONS	90.00		9412 Direct Deposit
2093	03/10/25	MPC	MERIT PETROLEUM COMPANY	97.46		9412 Direct Deposit
2094	03/10/25	NP	NEWS-PRESS	2,625.52		9412 Direct Deposit
	03/10/25	ORKINPC	ORKIN, LLC	65.00		9412 Direct Deposit
	03/10/25	SSDI	SOUTHLAND SITE DEVELOPERS INC	2,600.00		9412 Direct Deposit
	03/10/25	THEMA005	THE MAKER'S MOTIF INC.	210.00		9412 Direct Deposit
2098	03/14/25	SOFDU	ST OF FL. DISBURSEMENT UNIT	166.92		9414
2099	03/14/25	ABP	ACCENT BUSINESS PRODUCTS	160.51		9415
	03/14/25	BCSI	BUILDERS CHOICE SUPPLY INC	10.95		9415
	03/14/25	BOBBIES	BOBBIE SPRATT	160.60		9415
		COLW2				
	03/14/25	FMPT	FL MUNICIPAL PENSION TRUST FND	26,584.52		9415
	03/14/25	LCB0CC	LEE COUNTY SOLID WASTE	72.76		9415
	03/14/25	MCS	MONRO COMMERCIAL SOLUTIONS	879.60		9415
	03/14/25	ODCFM	OVERHEAD DOOR CO OF FORT MYERS	972.00		9415
	03/14/25		PHILLIPS A/C & HEATING SERVICE	215.00		9415
	03/14/25	TWGI	THE WANDERLUST GROUP INC	3,500.00		9415
	03/14/25	WLMINC	WOLFF'S LAWN MACHINES INC	13,296.21		9415
	03/14/25		ZAMBELLI FIREWORKS MFG.	9,000.00		9415
	03/14/25	AMACS	AMAZON CAPITAL SERVICES	3,066.57		9418 Direct Deposit
	03/14/25	LDRC	LABELLE DOWNTOWN	1,741.00		9418 Direct Deposit
	03/14/25	LWS	LIGHTNING WIRELESS SOLUTIONS	3,095.00		9418 Direct Deposit
	03/14/25	MJW	MARY JO WILSON	95.00		9418 Direct Deposit
	03/14/25	PRM	PUBLIC RISK MANAGEMENT	46,103.04		9418 Direct Deposit
	03/14/25	PTLLC	PROTECTED TRUST LLC	2,105.55		9418 Direct Deposit
2117	03/14/25	SSW	SHARON SANDERS WHITE	110.00		9418 Direct Deposit

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void R	ef Num
GEN EIIND	DUULED CE	NERAL ELIMI	D POOLED CASH Continued			
	03/14/25		FLORIDA DEPT OF REVENUE	97.83		9420
2120	03/17/25	WOCE	WATERWAY OF CENTRAL EL LLC	2 903 20		9422
2110	03/11/25	SOFDII	ST OF FL. DISBURSEMENT UNIT JACQUELINE RATICA ADVANCE AUTO PARTS AARON NOTARY APPOINTMENT SERV AMERICAN FAMILY LIFE ASSR CO.	166 92		9421
2113	03/21/25	1RATTCA	1ACOURT THE RATTCA	190.32		9423
2121	03/21/23	ΔΔΡ	ADVANCE AUTO PARTS	6 21		9424
2123	03/24/25	ΔΔΡΩΝΩΩ5	AARON NOTARY APPOINTMENT SERV	173 00		0424
2123	03/24/25	ΔFI	AMERICAN FAMILY LIFE ASSR CO	2 105 60	03/25/25 VOID	9424 (Reason: Incorrect Amount)
2125	03/24/25	ΔΙΙ STATE	AMERICAN HERITAGE LIFE INS CO.	3 720 08	03/23/23 1010	9424
2126	03/24/25	ΔTTM	AT&T MORTITTY	238 62		9424
2127	03/24/25	RROWFI	BROWN'S WELDING LLC	2.145.00		9424
2128	03/24/25	RSA	BRIDGE STREET AUTO PARTS INC	421 13		9424
2129	03/24/25	CENTI TNK	CENTURY TINK	368 45		9424
2130	03/24/25	CHS	CALOOSA HUMANE SOCTETY	167 00		9424
2131	03/24/25	CLA	COLONTAL LITER & ACCIDENT INS	134 21		9424
2132	03/24/25	COMCAST	COMCAST	309.85		9424
2133	03/24/25	FPI	FLORTDA POWER & LIGHT	2 673 26		9424
2134	03/24/25	HOMDEE	HOMETEAM PEST DEFENSE INC	121 00		9424
2135	03/24/25	HRCH	HENDRY REGIONAL CORP. HEALTH	200.00		9424
2136	03/24/25	TSRC	TPTTOMY SMARTER RUSTNESS COMMU	72 41		9424
2137	03/24/25	KME	KENNY GITSSON	25.00		9424
2138	03/24/25	I FGAI SH	LEGAL SHIFLD	147 50		9424
2130	03/24/25	PRGES	PITNEY ROWES GLORAL ETNANCIAL	145 71		9424
2140	03/24/25	DVST	PATTERSON VETERINARY SUPPLY	453 82		9424
2140	03/24/25	SWCO	SHERWIN WILLIAMS CO	7 16		9424
2141	03/24/25	TMORTO05	AARON NOTARY APPOINTMENT SERV AMERICAN FAMILY LIFE ASSR CO. AMERICAN HERITAGE LIFE INS CO AT&T MOBILITY BROWN'S WELDING LLC BRIDGE STREET AUTO PARTS, INC. CENTURYLINK CALOOSA HUMANE SOCIETY COLONIAL LIFE & ACCIDENT INS. COMCAST FLORIDA POWER & LIGHT HOMETEAM PEST DEFENSE INC HENDRY REGIONAL CORP. HEALTH IPITOMY SMARTER BUSINESS COMMU KENNY GLISSON LEGAL SHIELD PITNEY BOWES GLOBAL FINANCIAL PATTERSON VETERINARY SUPPLY SHERWIN WILLIAMS CO. T-MOBILE USA INC. VORTECH PHARMACEUTICALS, LTD. WOLFF'S LAWN MACHINES INC AMAZON CAPITAL SERVICES CULLIGAN WATER INDEPENDENT NEWSMEDIA INC USA GLOBE LIFE MAULDIN & JENKINS LLC PROTECTED TRUST LLC AMERICAN HERITAGE LIFE INS CO AMERICAN FAMILY LIFE ASSR CO.	1 500 84		9424
2142	03/24/25	\/DI	VORTECH PHARMACEUTICALS LITE	1 155 82		9424
2143	03/24/25	WIMTNC	WOLFE'S LAWN MACHINES INC	1,155.02		9424
2145	03/24/25	ΔΜΔCS	AMAZON CAPITAL SERVICES	477 86		9426 Direct Deposit
2146	03/24/25	CIII I	CILLIGAN WATER	252 00		9426 Direct Deposit
2147	03/24/25	TNM	TNDEPENDENT NEWSMEDTA THE USA	97 39		9426 Direct Deposit
2148	03/24/25	ΙΝΔΤΙ	GLORE LIFE	30.84		9426 Direct Deposit
2140	03/24/25	MAII1EN	MAIILDIN & JENKINS IIC	22 800 00		9426 Direct Deposit
2150	03/24/25	PTIIC	PROTECTED TRUST LLC	2 049 90		9426 Direct Deposit
2151	03/24/25	ΔΙΙ STΔΤΕ	AMERICAN HERITAGE LIFE INS CO	516.28		9428
2152	03/24/25	AFL	AMERICAN FAMILY LIFE ASSR CO.	327.96		9429
	03/26/25	VISA	VISA	5,485.18		9431
	03/26/25		SOUTHEASTERN SEATING INC			9433
	03/28/25	SOFDU	ST OF FL. DISBURSEMENT UNIT			9430
	03/31/25	AFL	AMERICAN FAMILY LIFE ASSR CO.			9434
	03/31/25	AZ	AUTO ZONE	18.42		9434
	03/31/25	BCSI	BUILDERS CHOICE SUPPLY INC			9434
	03/31/25	CHS	CALOOSA HUMANE SOCIETY			9434
	03/31/25	CLA	COLONIAL LIFE & ACCIDENT INS.			9434
	03/31/25	CORE	CORE & MAIN LP	4,954.25		9434
	03/31/25	FPL			03/31/25 VOID	0
	03/31/25	FPL	FLORIDA POWER & LIGHT FLORIDA POWER & LIGHT	16.457.58	03/ 52/ 23 1023	9434
	03/31/25	GAAC	GALLS, LLC	329.22		9434
	03/31/25	HCBOCC	HENDRY CO BOARD COUNTY COMM			9434
	03/31/25	MCS	MONRO COMMERCIAL SOLUTIONS			9434
	03/31/25	RECONT	RAFAELLA ELISA CONTRERAS			9434
	03/31/25		TIJUANA WARNER	82.95		9434
	03/31/25	VAH	VISION ACE HARDWARE-LABELLE			9434
	,,					· ·

Section 6, Item A.

CEN FIND POOLED GENERAL FIND POOLED CASH Continued 2170 3/31/25 App	Check # Check Date	e Vendor		Amount Paid	Reconciled/Void	Ref Num
2170 03/31/25 AMPE AACTION POWER EQUIPMENT LLC 152.97 9437 Direct Deposit 2171 03/31/25 MANCE AMENICA RESPITACES 3,988.85 9437 Direct Deposit 2173 03/31/25 MANCE AMENICA RESPITACES 5,000 9437 Direct Deposit 2174 03/31/25 MANCE AMENICA RESPITACES 5,028.81 9437 Direct Deposit 2175 03/31/25 MANCE CHAIR PROPERTY 5,000 9437 Direct Deposit 2175 03/31/25 MANCE CHAIR PROPERTY 5,028.81 9437 Direct Deposit 2175 03/31/25 LISAA LISA MURECY 65.00 9437 Direct Deposit 2176 03/31/25 LISAA LISA MURECY 247.80			D DOOLED CASH			
2171 03/31/25 MACS MAZON CAPITAL SERVICES 3,988.55 9437 Direct Deposit 2172 03/31/25 03/31/25 03/31/25 03/31/25 03/31/25 00/3198 03/318 MANIECTAL EMERGENCY SERVICES 5,028.81 9437 Direct Deposit 2174 03/31/25 MANIES MANIECTAL EMERGENCY SERVICES 5,028.81 9437 Direct Deposit 2175 03/31/25 MANIES MANIECTAL EMERGENCY SERVICES 5,028.81 9437 Direct Deposit 2175 03/31/25 MANIES MANIECTAL EMERGENCY SERVICES 5,028.81 9437 Direct Deposit 2175 03/31/25 MANIES MANIECTAL EMERGENCY SERVICES 5,028.81 9437 Direct Deposit 2175 03/31/25 MANIES MANIECTAL EMERGENCY SERVICES 5,028.81 9437 Direct Deposit 2478.80 9437 Direct Deposit 2478.80 9438 278				152 07		0427 Direct Deposit
2173 03/31/25 03/58 03/59 03	• •					•
2174 03/31/25 018/18 035HWR ATMES 2,600.00 9437 Direct Deposit 2176 03/31/25 08KLTMC 078LTM 265.00 9437 Direct Deposit 2176 03/31/25 08KLTMC 078LTM 247.80 9437 Direct Deposit 2176 03/31/25 08KLTMC 078LTM 247.80 9438 9437 Direct Deposit 2176 03/31/25 08KLTMC 078LTM 247.80 9438 9437 Direct Deposit 247.80 9438 9438 9437 Direct Deposit 247.80 9438 9438 9438 9437 Direct Deposit 247.80 9438 94						•
2174 03/31/25 04/31 04	• •					•
Checking Account Total Sering Checks 75 3 244,228.68 247.80 9438	• •					
Checking Account Total's	• •					•
Checking Account Totals	• •					•
Checks: 76 3 244,228.68 2,105.60	21/6 03/31/25	LISAA	LISA AWBREY	247.80		9438
Direct Deposit: 29 0 275,206.47 0.00 2,105.60	Checking Account To					
UTILITY DEPOSIT Water Revenue Deposit 2550 03/10/25 U-000190 DEAN, ALESTA 72.60 9410 2551 03/10/25 U-000191 SMALL TOWN NUTRITION LLC 103.06 9410 2552 03/10/25 U-000191 SMALL TOWN NUTRITION LLC 103.06 9410 2553 03/14/25 U-000193 SMALT TOWN ALESTA 70.60 9410 2553 03/14/25 U-000193 SMALT TOWN ALESTA TOWN OF ALESTA 70.60 9410 2553 03/14/25 U-000194 STANDARD LAND DEVELOPMENT LLC 95.22 9416 2555 03/14/25 U-000195 SCHOFTELD, BRIDGETTE MARTE 63.31 9416 2556 03/14/25 U-000195 SCHOFTELD, BRIDGETTE MARTE 63.31 9416 2556 03/14/25 U-000196 HULL, JEANNETTE 95.78 9416 2557 03/14/25 U-000196 HULL, JEANNETTE 95.78 9416 2558 03/14/25 U-000197 RAYA, SILVINO 73.84 9416 2559 03/14/25 U-000198 RODRIGUEZ, JAINE 23.02 9416 2550 03/14/25 U-000198 RODRIGUEZ, JAINE 23.02 9416 2550 03/14/25 U-000200 DANTELS, DOROTHY 31.08 9416 2560 03/14/25 U-000200 DANTELS, DOROTHY 31.08 9416 2560 03/14/25 U-000200 DANTELS, DOROTHY 31.08 9416 2561 03/14/25 U-000200 BANTELS, DOROTHY 31.08 9416 2562 03/31/25 U-000202 PORTER, KYLEE KRISTINE 73.06 9435 2563 03/31/25 U-000202 PORTER, KYLEE KRISTINE 73.06 9435 2564 03/31/25 U-000204 STOWELL, DOUGLAS 74.62 9435 Checking Account Totals Paid Void Amount Paid Checks: 15 0 1.00 0.00 0.00 Direct Deposit: 0 0 1.00 0.00 0.00 Total: 15 0 1.359.06 0.00 UTILITY POOLED UTILITY FUND POOLED CASH 934 03/04/25 FRS FLORIDA RETIREMENT SYSTEM 4,599.32 9407 935 03/10/25 CATTIN ATAT MOBILITY 35.28 9411 936 03/10/25 CRE CORE & MAIN LP 544.14 9411 937 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CORE CORE & MAIN LP 544.14 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 940 03/10/25 FPL	n.i					
UTILITY DEPOSIT Water Revenue Deposit 2550 03/10/25 U-000190 DEAN, ALESIA 72.60 9410 2551 03/10/25 U-000191 MARTINEZ RODRIGUEZ, JOSE M. 0.36 9410 2552 03/10/25 U-000193 NATINEZ RODRIGUEZ, JOSE M. 0.36 9410 2553 03/14/25 U-000193 TVEY, MARLENE ATWOOD 46.42 9416 2554 03/14/25 U-000194 STANDARD LAND DEVELOPMENT LLC 95.22 9416 2555 03/14/25 U-000195 SCHOFIELD, BRIDGETTE MARIE 63.31 9416 2556 03/14/25 U-000195 HULL, JEANNETTE 95.78 9416 2557 03/14/25 U-000198 PANA, SILVINO 73.84 9416 2558 03/14/25 U-000198 GUFL COAST UNDERGROUND INC 430.00 9416 2559 03/14/25 U-000199 RODRIGUEZ, DATNE 23.02 9416 2550 03/14/25 U-000209 RODRIGUEZ, DATNE 23.02 9416 2560 03/14/25 U-000200 DANIELS, DOROTHY 31.08 9415 2560 03/14/25 U-000200 SRIVERA GUITERREZ, MIRNA J 117.93 9435 2564 03/31/25 U-000203 RIVERA GUITERREZ, MIRNA J 117.93 9435 2564 03/31/25 U-000203 RIVERA GUITERREZ, MIRNA J 117.93 9435 Checking Account Totals Paid Void Anount Paid Anount Void Checks: 15 0 1,359.06 0.00 DIFFECT DEPOSIT: 0 0 0 0.00 0.00 TOTAL: 15 0 1,359.06 0.00 UTILITY POOLED UTILITY FUND POOLED CASH 934 03/04/25 FRS FLORIDA RETIREMENT SYSTEM 4,599.32 9407 935 03/10/25 CATTM ATAT MOBILITY 352.28 9411 937 03/10/25 CATTM CENTURYLINK 122.81 9411 939 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CENTURK CENTURYLINK 122.81 9411 940 03/10/25 PPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 PPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 PPL FLORIDA POWER & LIGHT 41,322.99 9411 942 03/10/25 PPL FLORIDA POWER & LIGHT 41,322.99 9411 943 03/10/25 PPL FLORIDA POWER & LIGHT 41,322.99 9411 944 03/10/25 PPL FLORIDA POWER & LIGHT 41,322.99 9411 945 03/10/25 PPL FLORIDA POWER & LIGHT 41,322.99 9411 946 03/10/25 PPL FLORID	Dire	•				
2550 03/10/25 U-000190 DEAN, ALESTA 72.60 9410		Tota	1: 105 3 :	519,435.15	2,105.60	
2551 03/10/25 U-000191 SMALL TOWN NUTRITION LLC 103.06 9410				72.00		0.410
2552 03/10/25 U-000197 MARTINEZ RORIGUEZ, 105E M. 0.36 9410						
2553 03/14/25 U-000193 TVEY, MARLENE ATWOOD 46, 42 9416						
2554 03/14/25 U-000194 STANDARD LAND DEVELOPMENT LLC 95.22 9416	• •					
2555 03/14/25 U-000195 SCHOFIELD, BRIDGETTE MARIE 63.31 9416	• •		•			
2556 03/14/25 U-000196 HULL, JEANNETTE 95.78 9416	• •					
2557 03/14/25 U-000197 RAYA, SILVINO 73.84 9416	• •					
2558 03/14/25 U-000199 RODRIGUET, JATME Z3.02 9416			•			
2559 03/14/25 U-000200 DANTELS, DOROTHY 31.08 9416	• •					
2560 03/14/25 U-000200 DANIELS, DOROTHY 31.08 9416			GULF COAST UNDERGROUND INC			
2561 03/14/25 U-000201 GUTIERREZ, KAYLA MARIE 58.76 9416 2562 03/31/25 U-000202 PORTER, KYLEE KRISTINE 73.06 9435 2563 03/31/25 U-000203 RIVERA GUTIERREZ, MIRNA J 117.93 9435 2564 03/31/25 U-000204 STOWELL, DOUGLAS 74.62 9435 2564 03/31/25 U-000204 STOWELL, DOUGLAS 1,359.06 0.00 0.00 2564 UTILITY FUND POOLED UTILITY FUND POOLED CASH UTILITY FUND POOLED CASH 934 03/04/25 FRS FLORIDA RETIREMENT SYSTEM 4,599.32 9407	2559 03/14/25	U-000199	RODRIGUEZ, JAIME	23.02		9416
2562 03/31/25 U-000202 PORTER, KYLEE KRISTINE 73.06 9435	2560 03/14/25	U-000200	DANIELS, DOROTHY	31.08		9416
2563 03/31/25	2561 03/14/25	U-000201	GUTIERREZ, KAYLA MARIE	58.76		9416
Checking Account Totals	2562 03/31/25	U-000202	PORTER, KYLEE KRISTINE	73.06		9435
Checking Account Totals	2563 03/31/25	U-000203	RIVERA GUTIERREZ, MIRNA J	117.93		9435
Checks: 15	2564 03/31/25			74.62		9435
Direct Deposit:	Checking Account To	otals	Paid Void Ar	nount Paid	Amount Void	
Total: 15 0 1,359.06 0.00	•		s: 15 0	1,359.06	0.00	
UTILITY POOLED UTILITY FUND POOLED CASH 934 03/04/25 FRS FLORIDA RETIREMENT SYSTEM 4,599.32 9407 935 03/10/25 ATTM AT&T MOBILITY 35.28 9411 936 03/10/25 CENTLINK CENTURYLINK 122.81 9411 937 03/10/25 CLINK CENTURYLINK 308.32 9411 938 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CTTF COUNTY TRANSPORTATION TRST FND 250.72 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GrayRobinson Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	Dire	ect Deposi	t: 0 0	0.00	0.00	
934 03/04/25 FRS FLORIDA RETIREMENT SYSTEM 4,599.32 9407 935 03/10/25 ATTM AT&T MOBILITY 35.28 9411 936 03/10/25 CENTLINK CENTURYLINK 122.81 9411 937 03/10/25 CLINK CENTURYLINK 308.32 9411 938 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CTTF COUNTY TRANSPORTATION TRST FND 250.72 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GrayRobinson Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417		•		1,359.06	0.00	
935 03/10/25 ATTM AT&T MOBILITY 35.28 9411 936 03/10/25 CENTLINK CENTURYLINK 122.81 9411 937 03/10/25 CLINK CENTURYLINK 308.32 9411 938 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CTTF COUNTY TRANSPORTATION TRST FND 250.72 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GRAYROB GRAYROBISON Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 MOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	UTILITY POOLED U	TILITY FUN	D POOLED CASH			
936 03/10/25 CENTLINK CENTURYLINK 122.81 9411 937 03/10/25 CLINK CENTURYLINK 308.32 9411 938 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CTTF COUNTY TRANSPORTATION TRST FND 250.72 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GRAYROB GRAYROBINSON ATTORIES AT LAW 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 MOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417		FRS				
937 03/10/25 CLINK CENTURYLINK 308.32 9411 938 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CTTF COUNTY TRANSPORTATION TRST FND 250.72 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GrayRobinson Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	935 03/10/25	ATTM	AT&T MOBILITY	35.28		9411
938 03/10/25 CORE CORE & MAIN LP 544.14 9411 939 03/10/25 CTTF COUNTY TRANSPORTATION TRST FND 250.72 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GrayRobinson Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	936 03/10/25	CENTLINK	CENTURYLINK	122.81		9411
939 03/10/25 CTTF COUNTY TRANSPORTATION TRST FND 250.72 9411 940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GrayRobinson Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	937 03/10/25	CLINK	CENTURYLINK	308.32		9411
940 03/10/25 FPL FLORIDA POWER & LIGHT 41,322.99 9411 941 03/10/25 GRAYROB GrayRobinson Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	938 03/10/25	CORE	CORE & MAIN LP	544.14		9411
941 03/10/25 GRAYROB GrayRobinson Attorneys At Law 4,747.50 9411 942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	939 03/10/25	CTTF	COUNTY TRANSPORTATION TRST FI	ND 250.72		9411
942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	940 03/10/25	FPL	FLORIDA POWER & LIGHT	41,322.99		9411
942 03/10/25 PB PITNEY BOWES INC 66.00 9411 943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417	941 03/10/25	GRAYROB	GrayRobinson Attorneys At Law	v 4,747.50		9411
943 03/10/25 PLUS PORT LABELLE UTILITY SYSTEM 5,490.30 9411 944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417			•			
944 03/10/25 FDEP FL DEPT OF ENVIRONMENTAL PROT. 8,272.48 9413 Direct Deposit 945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417						
945 03/10/25 FWEI FOUR WATERS ENGINEERING, INC 22,371.25 9413 Direct Deposit 946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417						
946 03/10/25 KBPI K&B PUMP & ELECTRICAL, LLC 7,363.74 9413 Direct Deposit 947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417						•
947 03/10/25 WOODARD WOODARD & CURRAN INC 2,048.15 9413 Direct Deposit 948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417						•
948 03/14/25 ABP ACCENT BUSINESS PRODUCTS 126.09 9417 949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417						•
949 03/14/25 COLW2 CITY OF LABELLE WATER AND SANI 4,571.48 9417						
, ,						
				· ·		

City of LaBelle Check Register By Check Date

Page No: 4

Section 6, Item A.

Check # Check Date Vendor Reconciled/Void Ref Num Amount Paid UTILITY POOLED UTILITY FUND POOLED CASH Continued 951 03/14/25 189,054.74 9417 WASTEC WASTE CONNECTIONS INC 952 03/14/25 PRMPUBLIC RISK MANAGEMENT 8,284.73 9419 Direct Deposit 953 03/14/25 9419 Direct Deposit PROTECTED TRUST LLC 472.75 PTLLC 954 03/14/25 9419 Direct Deposit WOODARD WOODARD & CURRAN INC 329,383.08 955 03/24/25 9425 35.28 ATTM AT&T MOBILITY 956 03/24/25 CENTLINK CENTURYLINK 122.81 9425 957 03/24/25 FLORIDA POWER & LIGHT 9,415.96 9425 FPL 958 03/24/25 ISBC 24.13 9425 IPITOMY SMARTER BUSINESS COMMU 959 03/24/25 LUMEN 9425 624.17 960 03/24/25 PBGFS PITNEY BOWES GLOBAL FINANCIAL 48.57 9425 961 03/24/25 9427 Direct Deposit BMI BADGER METER INC. 2,370.66 962 03/24/25 KGAUSE KATHARINA GAUSE 100.00 9427 Direct Deposit 963 03/24/25 PTLLC 472.75 9427 Direct Deposit PROTECTED TRUST LLC 964 03/24/25 15,408.84 9427 Direct Deposit UTISOL UTILITY SOLUTIONS & AUTOMATION 965 03/26/25 VISA 100.00 9432 VISA 966 03/31/25 AZ 39.56 9436 AUTO ZONE 967 03/31/25 CORE CORE & MAIN LP 14,808.63 9436 968 03/31/25 FPL 14,535.76 9436 FLORIDA POWER & LIGHT 969 03/31/25 POSTMASTER - LABELLE, FL. 1,300.00 9436 P0L VISION ACE HARDWARE-LABELLE 9436 970 03/31/25 65.09 VAH 9436 971 03/31/25 WSC WINDMILL SPRINKLER CO., INC. 99.80 Checking Account Totals Amount Paid Amount Void Paid Void 27 292,484.45 0.00 Checks: 0 11 0 396,548.43 0.00 Direct Deposit: Total: 38 689,032.88 0.00 Report Totals Paid Void Amount Paid Amount Void

538,072.19

671,754.90

1,209,827.09

2,105.60

2,105.60

0.00

3

0

Checks:

Total:

Direct Deposit:

118

40

158

April 2, 2025 09:51 AM

City of LaBelle Check Register By Check Date

Page No: 5

Section 6, Item A.

Totals by Year-Fund	- 1		B T .11	c/1	 1
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	4-001	215.00	0.00	0.00	215.00
GENERAL FUND	5-001	473,615.53	31.92-	45,636.54	519,220.15
WATER FUND	5-041	312,209.51	0.00	0.00	312,209.51
SEWER FUND	5-042	187,768.63	0.00	0.00	187,768.63
SANITATION OPERATION FUND	5-043 _ Year Total:	189,054.74 1,162,648.41	0.00 31.92-	0.00 45,636.54	189,054.74 1,208,253.03
WATER FUND	X-041	468.88	0.00	0.00	468.88
SEWER FUND	X-042	331.56	0.00	0.00	331.56
SANITATION OPERATION FUND	X-043 _	558.62 1,359.06	0.00	0.00	558.62 1,359.06
Total Of	f All Funds:	1,164,222.47	31.92-	45,636.54	1,209,827.09

April 2, 2025 09:51 AM

City of LaBelle Check Register By Check Date

Page No: 6

Section 6, Item A.

Totals by Fund Fund Description Fund Expend Total Revenue Total G/L Total Total 473,830.53 001 31.92-GENERAL FUND 45,636.54 519,435.15 0.00 0.00 041 312,678.39 312,678.39 WATER FUND SEWER FUND 042 188,100.19 0.00 0.00 188,100.19 189,613.36 189,613.36 SANITATION OPERATION FUND 043 0.00 0.00 31.92-45,636.54 1,209,827.09 Total Of All Funds: 1,164,222.47

April 2, 2025 09:51 AM

City of LaBelle Breakdown of Expenditure Account Current/Prior Received/Prior Open

Page No: 7
Section 6, Item A.

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	4-001	215.00	0.00	0.00	0.00	215.00
GENERAL FUND	5-001	473,615.53	0.00	0.00	0.00	473,615.53
WATER FUND	5-041	312,209.51	0.00	0.00	0.00	312,209.51
SEWER FUND	5-042	187,768.63	0.00	0.00	0.00	187,768.63
SANITATION OPERATION FUND Year Total	5-043_ :	189,054.74 1,162,648.41	0.00	0.00	0.00	189,054.74 1,162,648.41
WATER FUND	x-041	468.88	0.00	0.00	0.00	468.88
SEWER FUND	x-042	331.56	0.00	0.00	0.00	331.56
SANITATION OPERATION FUND Year Total	x-043_	558.62 1,359.06	0.00	0.00	0.00	558.62 1,359.06
Total Of All Funds	: -	1,164,222.47	0.00	0.00	0.00	1,164,222.47

CITY OF LABELLE



MINUTES

Regular Commission Meeting

Thursday, March 13, 2025, at 5:30 PM

LaBelle Commission Chambers 481 West Hickpochee Ave LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor Daniel Akin, Commissioner Jackie Ratica, Commissioner Bobbie Spratt, Commissioner Hugo Vargas, Commissioner

ADMINISTRATION:

Tijauna Warner, BAS, MMC, Deputy City Clerk Derek Rooney, Esq., City Attorney Mitchell Wills, Superintendent PW

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:34 PM.

2. Invocation and Pledge of Allegiance

Commissioner Vargas led the invocation, Commissioner Ratica led the Pledge of Allegiance.

3. Roll Call

PRESENT

Mayor Julie C. Wilkins

Commissioner Daniel Akin

Commissioner Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

City Attorney Derek Rooney via Teams

Deputy City Clerk Tijauna Warner

4. Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items

None.

5. Presentations

A. Water, Septic, and Infrastructure Project Update - Justin deMello

6. Consent Agenda Items for Consideration

(Any commissioner or citizen may request to have an item removed from the consent agenda and placed on the regular agenda for further discussion.)

A. Approval of February Check Register

B. Approval of *Month* Minutes:

November 9, 2023 City Commission Meeting Minutes

November 9, 2023 Local Planning Agency Meeting Minutes

September 28, 2023 City Commission Special Meeting Minutes

February 13, 2025 Comprehensive Plan Update Workshop Minutes

February 13, 2025 City Commission Meeting Minutes

C. Approval of Staff Reports:

- -HCSO- Lt. Allen Hudson
- -Fire Department- Chief Brent Stevens
- -Building Department- Mark Lynch
- -Code Enforcement- Zane Mungillo
- D. Irish American Heritage Month Proclamation

- E. Grant Agreement L0061
- F. Vehicle Equipment Disposal Request

Motion made by Commissioner Ratica to approve authorizing the Mayor to sign surplus vehicle titles, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

<u>Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas</u>

<u>Motion made by Commissioner Ratica to approve Consent Agenda Items, Seconded by Commissioner Spratt. Mayor Wilkins called for the questions. Motion passed unanimously.</u>

<u>Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas</u>

7. Non-Public Hearing Items for Consideration

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

A. Termination of Fluoride in Water

The City Commission discussed terminating fluoride in the City's water and determine more information is required.

B. Water and Wastewater Master Plans

Motion made by Commissioner Vargas to approve the Sewer & Water Master Plan, Seconded by Commissioner Akin. Mayor Wilkins called for the question. Motion passed unanimously.

<u>Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas</u>

C. Parks & Recreation Contribution

Motion made by Commissioner Akin to approve meeting the terms of the Interlocal Agreement subject to budgetary restraints, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

- D. Comprehensive Plan Flyer
- E. ITB 2025 01 Fully Equip Ladder Truck

Motion made by Commissioner Akin to approve moving forward ITB 2025-01, Mayor Wilkins signing the contract, and affirmed at the April Meeting, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Alexis Crespo advised she received a request to administratively amend the DAV Flea Market PUD and requested direction from the commission. A discussion ensued.

Motion made by Commissioner Spratt to not charge the DAV fee, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed unanimously.

<u>Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas</u>

Mayor Julie requested directions from the commission in reference to food trucks. A discussion ensued. Alexis will work on this item and bring it back to the commission for discussion.

8. Public Hearings and/or Ordinances

None.

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

Scott Morrison Jr. requested to host a Haunted Walk in the parking lot of the Civic Center.

Motion made by Commissioner Spratt to approve allowing a Haunted Walk on City Property with clean-up by 2:00 pm on Saturday, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Jay Johnson provided information about United Veterans Home of Hendry & Glades County and asked the Commission for referrals. A discussion ensued.

Joe Logan, Sherry Yarbert, and Brandon Jeff inquired about the renovation of the Selma Daniels School. A discussion ensued.

Shelly Rollins Amherst on behalf of Swamp Cabbage thanked the Commission for participating in the parade and for making another Swamp Cabbage Festival a success.

Jeff Alexander, Director of Business Development for Abel gave a brief description of the company.

10. City Related Business by Commissioners

11. Adjournment

Motion made by Commissioner Spratt to adjourn meeting, Seconded by Commissioner Akin. Mayor Wilkins called for the question. Motion passed unanimously.

Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 8:03 PM.

Julie C. Wilkins, Mayor
 •

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

Prepared For: Lt. Hudson

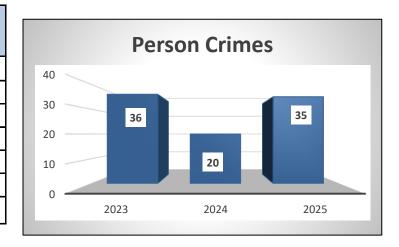
Hendry County Sheriff's Office

City of LaBelle Crime Report for April 2025 Meeting

3-Year Analysis
Section 6, Item C. 5

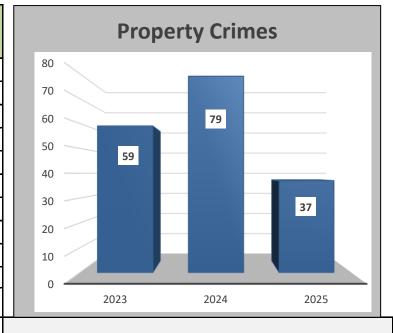
Person Crimes	Mar.	Feb.	Jan. 2025	Dec
Homicide	0	0	0	0
Robbery	0	0	0	0
Sex Crime	1	1	0	0
Assault	0	2	3	1
Battery - Simple	2	3	2	2
Domestic	7	2	4	3
TOTAL	10	8	9	6

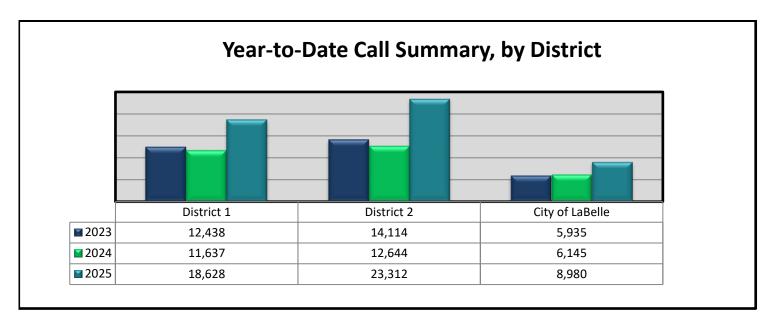
YTD	YTD	YTD
2025	2024	2023
0	0	0
0	1	0
3	5	7
7	0	3
10	8	13
15	6	13
35	20	36

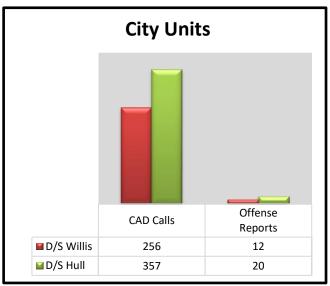


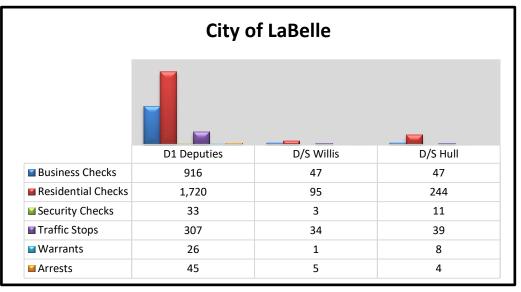
Property Crimes	Mar.	Feb.	Jan. 2025	Dec
Stolen Vehicle	1	2	0	1
Theft				
- Construction	0	0	0	0
- Residential	1	2	4	3
- Retail	0	0	1	0
Burglary				
- Residential	2	2	0	0
- Business	0	0	1	0
- Vehicle	1	0	0	0
Criminal Mischief	4	2	6	1
TOTAL	9	8	12	5

YTD	YTD	YTD
2025	2024	2023
5	5	10
0	0	0
9	28	19
1	9	6
6	6	2
1	3	1
1	17	13
14	11	8
37	79	59









La Belle Fire Department

Agenda Items

La Belle Fire Department Response:

March Calls- 105

*Engine Status

All Engines in working order * Truck Repairs

T-13 will return to vendor for valve and hose replacement after brush season.

*County Response

• LaBelle Fire Department has responded 11 times to Glades County this year for service.

*Station & Ladder

• Station design is underway. Mayor has approve the contract for ladder, City of LaBelle Commission to confirm.

Thank You,

Chief Brent Stevens La Belle Fire Department 863-234-8639 April 1, 2025 08:37 AM

City of LaBelle Cash Receipts Totals from 03/01/25 to 03/31/25

Page No: 1

Section 6, Item C.

PID: First Range:

to Last

Range of Util Accounts: First to Last Range of Customers: First to Last

Range of Codes: BUI to BUI Range of Batch Ids: First to Last Range of Years: First to 2026

Range of Dates: 03/01/25 to 03/31/25

Range of Sections: First to Last

Name to Print: Bill To

Print Ref Num: N

Payment Type Includes: Sp Charges: Y Prop Lien: N

Sp Assmnt: Y Water: Y Sewer: Y

Range of Periods: 1 to 12

Voucher Agency: Y

Garbage: Y

Invoice: Y Misc: Y

Payment Method Includes:

Cash: Y

Check: Y

Credit: Y

VT: Y

to Last

Voucher: N

Print Only Miscellaneous w/Parcel Id: N

Range of Installment Due Dates: First

Sort Miscellaneous Payments by Utility Account: N

Print Only Miscellaneous w/Utility Id: N

	Principal								
Code Description	Count	Arrears/Other	Fiscal 2024	Fiscal 2025	Fiscal 2026	Interest	Total		
BUI BUILDING DEPT PYMTS	70	8,104.43	0.00	0.00	0.00	0.00	8,104.43		
Invoice Payments	70	8,104.43	0.00	0.00	0.00	0.00	8,104.43		
Payments Total:	70	8,104.43	0.00	0.00	0.00	0.00	8,104.43		
Cash O/S Total:	0	0.00	0.00	0.00	0.00	0.00	0.00		
NSF Reversals Total:	0	0.00	0.00	0.00	0.00	0.00	0.00		
Total:	70	8,104.43	0.00	0.00	0.00	0.00	8,104.43		

Total Cash: 0.00 Total Check: 7,124.57 Total Credit: 244.00 Total V Term: 735.86

Section 6, Item C.

Range: First to Last Issue Date Range: 03/01/25 to 03/31/25 **Indicates payment is in batch NOTE: Too many Building Codes included in this report. The totals are correct, but please print to Excel to see the complete detail.

	Alte	eration Cost	New Volume		BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR RS PL ROW PLANNING	TOTAL RC ELECTRICAL PL UA LT PLUMBING
Grand Totals:	3	3,786,115.23	0	PAID: 0.00	0.00 24,905.13 3,425.87 0.00	0.00 0.00 0.00 250.00	37,415.42 5,512.60 0.00 2,416.00
			PER	MIT COUNT:	0 69 29	0 0 0	50 28 0 27
BP SURC2 - Bldg Code Admin & Inspect Brd 1. Number of permits issued at the minimum surcharge rate 16 x \$2	\$ 32.00		L Building Commis permits issued a			ate 20 x \$2	\$ 40.00
2. Permit fees collected at other than minimum surcharge	\$ 34,811.35	2. Permit fee	es collected at o	ther than	minimum surcharç	ge	\$ 34,240.23
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 522.17	3. Surcharge	amount due (1.0%	of line 2	or line 2 x 0.0	010)	\$ 342.40
4. Total of Lines 1 & 3	\$ 554.17	4. Total of ι	Lines 1 & 3				\$ 382.40
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 55.42	5. Less surch	narge amount reta	ined (10%	of line 4 or lin	ne 4 x 0.10)	\$ 38.24
6. Surcharge amount due (line 4 less line 5)	\$ 498.75	6. Surcharge	amount due (line	4 less li	ne 5)		\$ 344.16

*NOTE: This report contains only PAID & WAIVED fees.

Hugo Vargas
Commissioner

Daniel W. AkinCommissioner



Section 6, Item C.

Jackie Ratica

Commissioner

Bobbie SprattCommissioner

Code Enforcement Report

March 2025

3/01/2025 - 3/31/2025

Labelle Code Enforcement is currently working sixty open cases with eight being opened this month and eight were closed for compliance. There were three findings of fact, three notices of hearing change, three affidavits of noncompliance, two citations issued, thirteen courtesy notices and one violation/hearing notice mailed out. Eleven lien searches were conducted. The city dock had 34 reservations in \$1,651.88

Zane Mungillo Code Enforcement

Public Works Staff Reports



Task	Status	Anticipated Start Date	Anticipated End Date	Actual Start Date	Actual End Date	Estimated Cost	Actual Cost
Street Paving	Complete	3/19/2025	3/21/2025	3/21/2025	3/25/2025	\$226,083	\$229,000
Street Lighting Repairs	In Progress	3/24/2025	4/14/2025	7/13/2025			
Street Shoulder Remediation	In Progress	3/26/2025	4/3/2025				
Drainage Cleaning on Broward Avenue	Complete	3/31/2025	3/31/2025	3/31/2025	3/31/2025		
Repairs at the Water Plant	In Progress	3/21/2025	3/22/2025	3/21/2025	4/3/2025		

Name	Title
Mitchell Wills	Superintendent of Public Works

City of LaBelle Proclamation

WHEREAS, One of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, over 104,000 men, women and children are currently on the national waiting list for organ transplantation, of which over 5,500 reside in Florida; and

WHEREAS, 48,149, a historic number of organ transplants, occurred in the calendar year 2024 in the United States thanks to the generosity of 24,018 deceased and living donors, of which LifeLink of Florida honored more donors than ever before serving 361 organ donors who provided 936 lifesaving transplants to patients in need; and

WHEREAS, more than 2.5 million people throughout the country and in Florida benefit annually from tissue transplantation thanks to thousands of tissue donors; and

WHEREAS, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8 minutes and each day roughly 16 people die due to the lack of available organs; and

WHEREAS, more than 11.1 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license; and

WHEREAS, LifeLink® of Florida, the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Florida, with a mission to honor donors and save lives through organ and tissue donation.

NOW, THEREFORE, the City of LaBelle's City Commission, do hereby proclaim the month of April 2025 as:

"DONATE LIFE MONTH"

in the City of LaBelle, and encourage all citizens to consider leaving an infinite legacy through organ donation and sign up at MyStoryContinues.com or when renewing their driver license or state identification card.

PROCLAIMED this 10th day of April, 2025

Julie C. Wilkins, Mayor City of LaBelle



City of LaBelle Board of Commissioners Agenda Request

To:

Honorable Mayor and City Commission

*Prepared By:

Lisa Awbrey, HR Director

*Date of Meeting:

April 10, 2025

*Date Submitted:

March 17, 2025

*Title of Agenda Item:

FRS Health Insurance Subsidy

*Agenda Location:

Consent Agenda

Staff Comments: The City Commission had agreed to match what FRS was paying. This could be a maximum increase from \$150 per month to \$225 per month for an employee that retires with 30+ years of service.

Fiscal Impact:

Has the request been budgeted? □Yes ☒ No If yes, expected cost and account name: In no, amount needed and proposed account:

^{*}Report in brief: FRS increased the HIS payment to retirees from \$5.00 per year of service to \$7.50 per year of service on July 1, 2023.

^{*}Recommended Actions: I recommend that the Commission approve the increase from \$5.00 per year of service to \$7.50 per year of service for retirees.



City of LaBelle Board of Commissioners Agenda Request

To: Honorable Mayor and City Commission

Prepared By: Tijauna Warner, Deputy City Clerk

Date of Meeting: April 10, 2025

Date Submitted: March 28, 2025

Title of Agenda Item: Centennial Events

Agenda Location: Consent Items

Report in brief: The City of LaBelle's Centennial Planning Committee has held four

(4) meetings to discuss the upcoming Centennial celebration. The

Committee has made the following key decisions:

1. Centennial Celebration Date: The City of LaBelle's Centennial will be held on November 8, 2025.

- 2. Centenarian Dinner: A special Centenarian Dinner will take place on November 5, 2025.
- 3. Drone Show: The Committee has also decided to incorporate a drone show as part of the Centennial festivities.
- 4. Sponsorship: The Committee is actively seeking sponsorships for the event, and sponsor letters will be mailed out in the near future.

Staff Comments: The Committee requests approval to proceed with these plans and

securing sponsorships and ensure the success of the event.

Fiscal Impact: Budgeted.

Recommended Actions: Staff recommend approval of all Centennial Events

attached.

Section 6. Item F.



Show Contract

Open Sky Productions, LLC (the "Company")

Date: 03/25/25

Project Reference: City Centennial To: City of LaBelle, FL (the "Client")

Show Date(s): November 8, 2025

Launch Time: 6:15 PM Show Size: 100 drones

Venue Name (viewing): Barron Park

Venue Address (viewing): 1559 De Soto Ave. LaBelle, FL 33935

Venue Name (launching): Belle Hatchee Marina

Venue Address (launching): 121 Riverbend Dr, LaBelle, FL 33935

1) Company Services:

- a) Subject to the terms of this Agreement the Company will provide the following services (the "Services"):
 - i) FAA flight authorization
 - ii) Launch site check (as applicable)
 - iii) Standard show design approved by Client (4 custom animations)
 - iv) Programmed music soundtrack
 - v) Duration of show: 11-13 minutes
 - vi) Set up, installation, dismantle of equipment
- b) The Company will be responsible for providing the Special Flight Operations Certificate from the FAA and any other necessary flight authorizations, if required (the "Company Permits"). All permits licenses and authorizations other than the Company Permits will be the sole responsibility of the Client.

2) Client Responsibilities:

- a) Access and permission to use the location specified for the show, in such form as the Company may require, in order to obtain the Company Permits and for event coordination, which must be provided at least seven (7) days prior to the scheduled event date
- b) An appropriate site for the Services to be performed. Approval and confirmation of the Latitude and Longitude for the event site must be confirmed by the Client in writing upon signing this Agreement, as the site location and characteristics may influence the design and performance of the Services
- c) All necessary security services to ensure the safety of Company equipment and personnel
- d) All permits, licenses, and authorizations necessary for the event and Services, save and except for the Company Permits.

3) Price Includes:

- a) The Services described above
- b) The Company Permits
- c) Company travel to and from the event location
- a) General Aviation Liability Insurance and Workers Comp coverage

4) Price and Payment Terms:

- a) Price for Services: \$17,000 (Final Price)
 - i) 50% due as deposit upon signing of contract
 - ii) 50% due upon completion of Company Services

5) Additional Provisions:

- a) The Client will approve all renderings no later than 5 days before the show, which approval is final, and binding and the Company will perform the show substantially as presented.
- b) Company shall provide evidence to the Client of workers' compensation coverage of at least \$1,000,000
- c) Company shall provide evidence to the Client of general aviation liability insurance of at least \$5,000,000

6) General:

- a) The Terms and Conditions attached as Schedule "A" form part of this Agreement. By signing below the parties each acknowledge that they have had an opportunity to review such terms and conditions and the parties accept and agree to such terms.
- b) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature and/or transmitted in electronic form and the parties to this Agreement consent thereto.

THE PARTIES have entered into this Agreement as of.

For and on Behalf of Open Sky Productions, LLC	The above quotation is accepted by:		
Brones			
Authorized Signature	Authorized Signature		
Name: Brittany Jones	Name:		
Title: Account Executive	Title:		
Date: 03/25/25	Date:		

Schedule "A" - Terms and Conditions

- 1. **Deposits.** A non-refundable deposit equal to fifty percent (50%) of the total price (the "Deposit") is required upon execution of this Agreement to secure your booking. If a show is booked within two weeks (14 days) of the required date, then full payment is required upon booking.
- 2. **Payment.** All payments shall be made by way of a money transfer, wire transfer, or other form of immediately available funds. Any amounts not paid when due hereunder shall accrue interest at the rate of 12% per annum, compounding monthly.
- 3. FAA Approval. Drone shows are subject to the Company obtaining the Company Permits. In the event such Company Permits are not obtained for any reason (other than the failure of the Client to provide any information reasonably requested by the Company to obtain such Company Permits), this Agreement shall terminate, and the sole right and remedy of the Client shall be a refund of any prepaid amounts. In the event such Company Permits are not obtained due to the failure of the Client to provide any information reasonably requested by the Company, this Agreement shall terminate, without liability of the Company to the Client, and the Company shall be entitled to retain the Deposit as liquidated damages, which amount the parties agree is a reasonable estimate of the Company's damages in such circumstance.
- 4. Performance. The Client acknowledges that performance of the Services are subject to reasonable technical or other errors, and that the Services shall be deemed to be fully performed provided that at least 90% of the drones function substantially in the manner intended for the Services.
- 5. **Limited Warranty.** All Services to be provided hereunder will be provided in a good and professional manner and in accordance with applicable laws. The Company will not knowingly infringe upon the intellectual property rights of third parties.
- Disclaimer of Warranties. The Company makes no representation or warranty whatsoever either expressed or implied, statutory, or otherwise other than as expressly set forth herein and the Client hereby waives the benefit of any such expressed or implied, statutory or other representations or warranties.
- 7. Force Majeure. The Company shall not be liable for any modification of the Services or any failure to perform or delay in performance under this Agreement if such modification, failure, or delay is due to any strike, lockout, riot, civil commotion, sabotage, embargo, epidemic, inclement weather, act of government, war, act of God or other cause beyond its reasonable control (each a "Force Majeure Event"). Without limiting the foregoing, the Client acknowledges that the performance of the Services and the safety of all person's present is dependent upon suitable weather conditions on the day of the event. The Company will have the sole discretion to determine if weather conditions are suitable for performance of the Services, and may delay, modify, or cancel the Services in their sole discretion.
- 8. Cancellations. The Client acknowledges that the Company will spend considerable time and resources in planning the Services, traveling to the event venue and in setting up to perform the Services. In the event of cancellation due to a Force Majeure Event or failure of client to fulfill their contractual obligations, the Client will be issued a credit (the "Credit") equal to the amount of the Deposit less any expenses incurred prior to cancellation, including but not limited to labor costs, fees for Company Permits and other expenses. The Credit may be applied to a future event to be scheduled within one (1) year of the date of the original event dates will be scheduled based on availability at the time of booking. Any unused credits will expire one (1) year following the date of the original event. The foregoing credit shall be the Client's sole right in the case of any Force Majeure Event and in no case will the Client be entitled to any refund of any amounts paid.
- 9. *Insurance.* The parties will each maintain and keep in force during the term of this Agreement general or aviation liability insurance including coverage for personal injury, products liability, and contractual liability, in the amount equivalent to at least USD \$5,000,000.00
- 10. Limitation of Liability. Limitation of Liability. The aggregate liability of the respective parties, and their officers, directors, employees, agents, and consultants (who shall collectively be included in the definition of the "Company" or "Client" for purposes of this section), whether arising under this agreement, contract, tort, negligence, statutory liability or other legal theory, shall be limited to the direct and actual money damages effectively incurred by the indemnified party.
- 11. **Mutual Indemnity.** Mutual Indemnity. The Company agrees to defend, indemnify and hold harmless the Client, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out the services provided by the Company. The Client agrees to defend, indemnify and hold harmless the Company, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out of or incident to any acts, omissions, negligence, or conduct of the Client, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Client's negligence, or intentional acts or failure to act, arising out of this Agreement.
- 12. **Termination.** Without limiting any other rights or remedies available at law or in equity or otherwise, the Company may terminate this Agreement if:
 - (a) the Client is in breach or default of any of its obligations under this Agreement and such breach or default continues unrectified for fifteen (15) days following the provision of written notice of such breach or default.
 - (b) the Client enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against the Client under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law or a receiver, trustee or similar person is appointed with respect to the Consultant's assets; or
 - (c) the Client ceases to carry on its business.
- 13. Assignment. Neither the Company nor the Client shall have the right to transfer or assign this Agreement or any rights, remedies, obligations or benefits hereunder without the prior written permission from the other party.
- 14. Waiver. The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default and shall not act to amend or negate the rights of any party.
- 15. **Severability.** Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of the Company, be ineffective without invalidating the remaining provisions of this Agreement; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by the Client.
- 16. **Relationship.** The relationship between the Company and the Client will, at all times be one of independent contractors and nothing herein shall be construed as implying a partnership or joint venture relationship.
- 17. **Headings.** The inclusion in this Agreement of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 18. Applicable Laws. This Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue shall be the courts of Utah in and for Salt Lake County.
- 19. *Entire Agreement.* This Agreement contains the entire understanding between the parties and other than as expressly set forth herein there are no other terms, conditions, representations, or warranties of any kind. This Agreement may not be modified except by another agreement, in writing, signed by both parties to this agreement.



19 March 2025

Brett Stevens Fire Chief City of LaBelle 290 South Main Street LaBelle, FL 33935

Dear Chief Stevens:

Thank you for your inquiry and considering Fitch & Associates for providing strategic planning and supplemental services to the City of LaBelle Fire Department. The following sections provide a breakdown of requested services with associated costs.

Scope of Work:

At a high level, the scope of work will provide for the following requests:

- Support continued socialization of recently completed Standards of Cover (SOC) documents.
- Gather new data and provide analyses to inform the City of potential impact fee strategies for future growth.
- Facilitate the development of a three-year Community Based Strategic Plan for the City of Labelle Fire Department (LFD).

Request 1: Support expanded socialization of recently completed Standards of Cover documents.

- Provide two site visits to support presentation and discussion of LFD SOC:
 - Site visit #1: One (1) full day to meet with County Staff to present findings from the LFD SOC.
 - Site visit #2: Two (2) days to brief County Commissioners on LFD SOC and present SOC in an open County Commission Board Meeting.
- FITCH will utilize previously provided SOC, supporting reports, and final presentation slide deck.
- Cost: \$2,200/day x 3 days = \$6,600

Request 2: Analyze and develop potential impact fee strategies to help meet future demands.

- FITCH will work with LFD to gather the following data elements:
 - Planned growth and development for the next ten years.
 - Projected road, community, units by type, infrastructure networks, and layouts.

- Planned LFD capital needs for the next ten years
- Utilize GIS analysis to project geographical impact of planned development.
 - Analysis will be contingent on available data and shapefiles related to planned development.
- Identify potential impact fee strategies in accordance with State and Local government regulations.
 - o Strategies will be synchronized with LFD's current level of performance.
- Provide a summary analysis of potential impact fee strategies to include revenue projections in alignment with capital plans.
 - Summary analysis will be delivered in an electronic format with virtual conferencing for discussion if requested.
- Cost: \$6,900

Request 3: Facilitate the development of a three-year Community Based Strategic Plan for the City of Labelle Fire Department (LFD).

- Provide services for planning, preparation, and facilitation of a Community Based Strategic Planning (SP) workshop.
- FITCH will work with LFD to prepare for strategic planning workshop, to include:
 - Launch call to initiate planning process.
 - Regular virtual meetings with LFD leadership to:
 - Develop and deploy surveys for internal stakeholders.
 - Prepare documents for document review in workshop.
 - Prepare Fire Chief and leadership for SP process.
 - Develop and support community member invitation process.
 - Set task list and workflows for Agency to prepare for workshop.
 - Gather and prepare documents, instructions, supplies, and guidance for workshop facilitation.
- FITCH will facilitate a three-day on-site SP workshop to include:
 - Development of: Mission, Vision, Values, Strategic Goals, Objectives, and Tasks.
 - Strategic Plan document
 - Operational Plan documents to guide execution of SP.
 - Community stakeholder luncheon with presentation and solicitation of feedback.
- Deliverables will include: Three-year Strategic Plan document, Operational Plan document, and Strategic Plan Report
- Agency will be responsible for cost of supplies, food, drinks, and facility.
- FITCH will provide labor for planning, facilitation, final work product documents and reports.
- Cost: \$25,000

The total professional services fee will be \$38,500.



The completion time for each request will be:

- Request 1: As coordinated with at least four-weeks lead time.
- **Request 2**: Three to four months beginning from the time that we receive the requested data at project kickoff.
- Request 3: By October 1, 2025, if project is initiated by May 1, 2025.

We hope this information is helpful to you in considering Fitch & Associates as a continued partner in the development and planning of your community's Public Safety services.

Thank you again for allowing us to present this proposal for your consideration.

Sincerely,

Steven Knight, PhD

Staron Knight

Partner

816-500-7481

sknight@fitchassoc.com



Proposed Project Staff

Steven Knight, PhD – Partner: Dr. Knight leads the firm's fire service practice. In that role, he has led numerous assessments of major cities and in smaller communities. These often include standards of cover reviews and providing strategic planning services. Dr. Knight brings to the firm over 25 years fire/EMS experience. He retired as the Assistant Fire Chief for the City of St. Petersburg, Florida. He has been a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence. He also served as team leader and assessor for the Commission on Fire Accreditation International and has held multiple faculty appointments in Fire Science and EMS. Dr. Knight joined the firm after serving as the Senior Manager for Fire and EMS at the International City/County Management Association (ICMA).

Steve earned a Bachelor of Science degree summa cum laude in Fire & Safety Engineering Technology, from the University of Cincinnati and an MPA in Public Administration from Troy State University. He earned a PhD in Curriculum and Instruction for Adult Education from the University of South Florida. Dr. Knight is a nationally recognized speaker and author. He completed the Executive Fire Officer (EFO) program at the National Fire Academy, earning the A. Don Manno Award for Excellence in Research from the National Society of Executive Fire Officers and the 2007 Outstanding Research Award from the National Fire Academy and United States Fire Administration.

Michael Arena –Consultant. Michael Arena had 31 years of fire and emergency service experience and is a credentialed Chief Fire Officer. He is a graduate of FEMA's Executive Fire Officer Program and has a Bachelor's degree in Fire and Emergency Services from St. Thomas University in Miami Florida and a Masters in Public Administration from Barry University. He is a team leader, annual compliance reviewer, and mentor for the Commission on Fire Accreditation International (CFAI) having assisted with the accreditation, mentoring, and compliance review of over 40 agencies and military facilities throughout the world, serving and leading more than 25 site-visit teams. He served in the military for 20 years with The United States Coast Guard Reserve enlisting in 1985 and retired as a commissioned officer as a Lieutenant.

Michael has worked in virtually area of fire and emergency services including the coordination of the merging of three fire departments in western Palm Beach County which included all aspects from training, human resources, deployment strategy, risk assessment, and station infrastructure. This resulted in a consolidation of the Fire Departments from the cities of, South Bay, Belle Glade, and Pahokee and subsequent merging with Palm Beach County Fire Rescue. He was the Aircraft Rescue and Firefighting (ARFF) Chief at PBIA. He is an adjunct professor for Barry University. He served as the liaison for over 10 municipalities within Palm Beach County and retired as a District Fire Chief where he managed 225 personnel in 9 fire stations and as liaison for 3 municipalities, the Village of Wellington, Royal Palm Beach, and Loxahatchee Groves.



lan Womack – Senior Consultant. Chief Womack has over 25 years of experience in the fire and emergency services and is currently serving as a Division Chief for a metropolitan fire rescue department where he serves as the agency's Fire Marshal. Ian has served in multiple roles within the profession where he has successfully managed innovative program development. These programs blended fiscal challenges with increased responder safety and operational efficiencies that improved performance. His detailed knowledge and implementation experience in this complex field has led to many national speaking engagements in addition to serving as a delegate to the TAMPA2 event. Ian has also helped multiple agencies develop standards of cover, strategic plans, and deployment strategies that employed cutting edge best practice.

Ian holds Bachelor's Degree in Public Safety Administration from St. Petersburg College and a Master's Degree in Management/Leadership from Troy University. He is also a graduate of the Eckerd College Management Development Institute's Leadership Development program and the St. Petersburg Chamber of Commerce Leadership St. Pete program.

<u>Gang Wang</u> – Senior Consultant. Dr. Wang is an expert in analyzing fire department, emergency medical service (EMS) agency, and private ambulance service workload, deployment, and response time. Dr. Wang has completed more than seventy fire and EMS studies in thirty states. He specializes in managing large-scale data sets and applying advanced mathematical models to design the most efficient system to provide fire and EMS services.

Dr. Wang holds a Ph.D. degree in industrial engineering from Wayne State University. Dr. Wang has conducted research in areas of cross-cultural decision making, supply chain management, and revenue management. He has presented at national and international conferences and has published several peer-reviewed journal articles and a book chapter.

<u>Brian McGrath</u> – Senior Consultant. Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development and Business Analysis/Requirements Documentation. He brings over 18 years' experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation life cycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.



Section 6, Item H.



City of LaBelle Board of Commissioners Agenda Request

10:	Honorable Mayor and City Commission		
Prepared By:	Derek Rooney, City Attorney		
Date of Meeting:	April 10, 2025		
Date Submitted:	April 2, 2025		
Title of Agenda Ite	m: Wheeler Agreement Extension		
Agenda Location:	Consent Agenda Item		
Report in brief:	Wheeler Agreement Extension. Background: Pursuant to the three-party agreement between the City, County, and the developer of the Old Florida RV resort the City approved a utility extension plan that crossed proximate to existing utility lines into the City plant. The City's existing lines have been in place for many years and the title history indicates the City had an interest land. The property, known as Wheeler Grove, is on the east side of Dr. Martin Luther King Blvd. and is planned development anticipating single family development. The City has not received as-built and confirmed the legal descriptions to develop appraisals to determine appropriate compensation. The parties are requesting an additional 60 days to complete a survey and appraisal.		
Staff Comments:			
Fiscal Impact:			
Recommended Ac	etions:		

AGREEMENT

Tijauna Warner, Deputy City Clerk	
	Julie C. Wilkins, Mayor
ATTEST:	
	CITY OF LABELLE: Date Signed:
IN WITNESS WHEREOF, the City and the the date the last party hereto executes below	ne Grantors have executed this Agreement effective on .
of Amended MCP simultaneously	shall, within 150 180 days following the City's approval yexchange their respective appraisals of the full are City's proposed utility extension through Grantors
NOW, THEREFORE, in consideration agree to amend Section 4 of the Agreement	on of their respective undertakings hereunder, the Parties as follows:
WHEREAS, time is of the essence an valuation for the City's without proper surve	nd the Parties have been unable to come to an appropriate eys necessary for the appraisals.
	e Parties executed an agreement intended to provide er the City's existing utility infrastructure across the
Grantee, and Wheeler Properties, LLC an "Grantors", collectively the "Parties".	nd Town Grove, LLC, hereinafter referred to as the
· · · · · · · · · · · · · · · · · · ·	ty of LaBelle, hereinafter referred to as the "City" or

	"GRANTORS":
WITNESSES:	WHEELER PROPERTIES, LLC
	BY:
NAME:	NAME:
[PRINT/TYPE]	[PRINT/TYPE]
	TITLE:
NAME:	
[PRINT/TYPE]	
WITNESSES:	TOWN GROVE, LLC
	BY:
NAME:	NAME:
[PRINT/TYPE]	[PRINT/TYPE]
-	TITLE:
NAME:	<u> </u>
[PRINT/TYPE]	

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 2024 by and between the City of LaBelle, hereinafter referred to as the "City" or Grantee, and Wheeler Properties, LLC and Town Grove, LLC, hereinafter referred to as the "Grantors", collectively the "Parties".

WHEREAS, the Grantors are the owners of real property, located south of State Road 80/West Hickpochee Avenue and East of Dr. Martin Luther King Jr. Blvd., within the City of LaBelle, hereinafter referred to as the "Property" and further described in Exhibit "A", attached hereto; and

WHEREAS, in 2020 the Grantors were granted by the City a comprehensive plan amendment and planned unit development rezoning, Ordinances 2020-06 and 2020-07, respectively, to develop a maximum of 335 dwelling units upon the Property known as the Wheeler Grove Planned Unit Development ("Entitlements"); and

WHEREAS, the Entitlements are limited to a Master Concept Plan which is set to expire on October 8, 2025; and

WHEREAS, a portion of the Property is also subject to a Florida Department of Transportation drainage easement granted by the City to the State of Florida upon which a drainage conveyance exists; and

WHEREAS, over a period of decades the City has installed and maintained multiple potable water and wastewater forcemains which connect to the City's utility plant east of the Property both within and proximate to the existing drainage conveyance; and

WHEREAS, on April 14, 2022, the City entered into a development agreement with SWJR LAND DEVELOPMENT, LLC, to construct certain public improvements relating to the extension of central water and wastewater utility facilities ("New Improvements") to serve development in western Hendry County; and

WHEREAS, during the planning and construction of the New Improvements, the City was unable to produce evidence of sufficient rights to place either its existing facilities or the New Improvements across the Property; and

WHEREAS, the City has an interest in obtaining a clean easement to preserve its interests in any existing utility facilities on the Property as well as for the New Improvements; and

WHEREAS, time is of the essence and the Parties have been unable to come to an appropriate valuation for the City's needs given the title history and impacts upon the Grantors' Entitlements.

NOW, THEREFORE, in consideration of their respective undertakings hereunder, the Parties agree as follows:

Renewal of Concept Plan

1. The City shall, at its own cost, submit an application to re-institute Master Concept Plan ("MCP") (Ord. 2020-06), which shall be amended to reflect the applicable provisions of the City's effective Comprehensive Plan and land development regulations, as well as to reflect any changes necessitated by the City's existing utility facilities and the New Improvements traversing the Property ("Amended MCP"). It is understood by Grantors and the City that the land use entitlements granted to Grantors in terms of density and intensity would be consistent and proportionate under City's current land development regime to those enjoyed by Grantors prior to the expiration of the previously approved Ordinance 2020-06 and accompanying MCP (but in no event fewer than 335 dwelling units), any subsequently enacted City Land Development Code provisions to the contrary notwithstanding. Upon satisfactory completion by the City of an expedited review of the Amended MCP, the City will consider at a public hearing the Amended MCP.

Conveyance of Easement

2. Upon acceptance of this Agreement by the Grantors and upon the consideration of the City's processing of but prior to the adoption of the Amended MCP, the Grantors will convey to the City, at no additional cost to the City, other than as set forth herein, temporary construction and permanent utility easements in a form similar to those attached hereto as Exhibits "B-1" and "B-2" respectively.

Valuation of Easements

- 3. Grantors and the City shall, within 150 days following the City's approval of Amended MCP simultaneously exchange their respective appraisals of the full compensation due to Grantor for the City's proposed utility extension through Grantors' property.
 - a. Appraisals by both Parties shall be in accordance with Section 73.071(3), Florida Statutes, Article X, Section 6, Florida Constitution, and relevant case law.
 - b. The appraisals shall value full compensation for the easement interest to be acquired for the easement area described in Exhibits B-1 and B-2, hereafter "Utility Easements", plus any severance damages to the remainder property suffered as a result of that acquisition and the use of the property acquired.
 - c. The date of valuation for the appraisals shall be the date of appraisal submittal, per paragraph 3 of this Agreement, as both parties shall move forward promptly to complete this task once the City approves the Amended MCP. Notwithstanding, if the City initiates condemnation proceedings pursuant to paragraph 5(c)(3) the appraisals shall be updated to reflect the actual date of taking under Section 74.061, Florida Statutes.
 - d. Interest shall be allowed on full compensation at the same rate as provided in all circuit court judgments from the date of conveyance of the Utility Easements.
 - e. The City shall pay the Grantors' reasonable appraisal fees.

4. Upon receipt of the appraisals, the Parties shall have 10 days to review the opposing Party's appraisal to verify compliance with the agreed upon conditions as set out in paragraph 3, above. In the event of a timely objection in writing, the Parties shall work together in good faith to resolve such objections; but if such objections cannot be resolved within 30 days of the receipt of the written objection, either Party may present such objections for consideration by any Arbitrator appointed pursuant to paragraph 5(b) or (c) below, or by any judge hearing the eminent domain matter contemplated by paragraph 5(c)(3), as the case may be.

Determination of Full Compensation to be Paid

- 5. The Parties have agreed to alternate methods of determining the amount of full compensation, depending upon the value differences, if any, in the appraisals. In the event the Parties ultimately resolve to a value for the Utility Easements to be conveyed to the City, the Parties agree said conveyance will be "in lieu of condemnation."
 - a. If the appraisals reflect a difference in estimated full compensation due Grantors, which differential is less than 5% of the lower appraisal value, then the Parties agree to split that differential evenly with any necessary rounding in favor of Grantors. Said payment shall be made by the City to Grantors within 60 days.
 - b. If the estimated compensation difference between the appraisals is greater than 5%, but less than 50% of the lower appraisal estimate, then the issue of full compensation due Grantors shall be submitted to binding arbitration by an independent Arbitrator agreed upon by both Parties. Said arbitration process, including the Arbitrator's determination of award, shall be completed within 60 days of submittal to the Arbitrator, unless the Arbitrator seeks an extension of time for determination which extension shall be no greater than an additional 30 days. The arbitration award shall be paid by the City to Grantors no later than 60 days from the date of the Arbitrator's decision.
 - c. If the Parties' appraisals reflect a difference in estimated full compensation due Grantors which is greater than 50% of the lower appraisal, neither party shall have any remaining obligations under this Agreement unless both parties agree to submit the valuation issue to arbitration.
 - (1) In the event both Parties agree to submit the issue of valuation of full compensation for the acquisition of the Utility Easements to non-binding arbitration under this subsection c, then, upon the Arbitrator's determination of the award, each Party shall have 45 days from said determination to advise one another and the Arbitrator whether that Party will accept the Arbitrator's compensation decision.
 - (2) If both Parties agree to accept the Arbitrator's determination of full compensation due Grantors under this subsection c, then the City shall pay the full amount of that award to Grantors no later than 60 days from the date of the arbitration award.

- (3) If either Party opts to reject an Arbitrator's determination under this subsection c, then the City shall initiate an action in circuit court to determine the value for the Utility Easements as though the conveyance had occurred pursuant to eminent domain proceeding, pursuant to Chapters 73 and 74, Fla. Stat. (2023), no later than 12 months from the date for the arbitration award. In that event, Grantors agree to not contest the Utility Easements' conveyance only the appropriate valuation as provided herein.
- (4) The Parties agree that any arbitration as provided herein shall be conducted by a single arbitrator who shall be an attorney or retired judge and shall be mutually selected by the Parties from the list of court approved arbitrators for the 20th Judicial Circuit of Florida and subject to the ethics rules of their arbitration organization and the applicable provisions of The Florida Rules for Court-Appointed Arbitrators. The City shall be responsible for the cost of arbitration and all expenses related thereto.

Procedural Provisions

- 6. The attorneys for the Parties will draft such additional documents necessary to effectuate this Agreement.
- 7. Except as otherwise stated herein, the Parties will each bear their own fees and costs for the Arbitration proceedings or any litigation arising out of this Agreement. Notwithstanding the foregoing, attorney's fees and costs for any eminent domain proceeding shall be as provided under Chapters 73 and 74, Florida Statutes and Article X, Section 6, Florida Constitution.
- 8. The Parties concur that this Agreement, all discussions concerning this Agreement, and all work product (attorney, appraisal, engineer or otherwise) generated pursuant to this Agreement constitute settlement discussions. In that regard, neither this Agreement, nor the existence of this Agreement, nor any documents or opinions generated pursuant to this Agreement shall be admissible or subject to discovery in any proceeding, civil action, administrative adjudication or other noncriminal proceeding, other than the arbitration contemplated herein. However, Grantors shall be permitted to disclose this Agreement if necessary to comply with any applicable law, rule, regulation or a valid order issued by a court or governmental agency of competent jurisdiction or pursuant to any other request or process of any legal, regulatory, governmental or supervisory authority.

IN WITNESS WHEREOF, the City and the Grantors have executed this Agreement effective on the date the last party hereto executes below.

CITY OF LABELLE:

Date Signed: _____

Julie Wilkins, Mayor

ATTEST:

Tijauna Warner, City Clerk

Derek Rooney, City Attorney

WI	TTY	TIT	aa	TOO	
VV		™		H .	•

[PRINT/TYPE]

NAME: David wheeler 50. [PRINT/TYPE]

"GRANTORS":

WHEELER PROPERTIES, LLC

BY: NAME:

[PRINT/TYPE] TITLE: Manager

WITNESSES:

NAMÉ: Melisse Barlang [PRINT/TYPE]

NAME: David Wheeler 50.

[PRINT/TYPE]

TOWN GROVE, LLC

BY: NAME: 1 Junic

[PRINT/TYPE] TITLE: Manager This Instrument Prepared By: Matthew L. Grabinski, Esq. COLEMAN, YOVANOVICH & KOESTER, P.A. 4001 Tamiami Trail N., #300 Naples, Florida 34103 239-435-3535

GRANT OF TEMPORARY CONSTRUCTION EASEMENT #4 TO THE CITY OF LABELLE

THIS INDENTURE (this "Easement") is made and entered into this _____ day of June, 2024, by and between, Town Grove, LLC, a Florida limited liability company, Owner, whose address is 206 Dal Hall Boulevard, Lake Placid, FL 33852, hereinafter referred to as GRANTOR, and THE CITY OF LABELLE, a municipal corporation of the State of Florida, whose address is 481 West Hickpochee Avenue, LaBelle, FL 33935, hereinafter referred to as the CITY, and is joined by SWJR Land Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the CITY, its successors and assigns, a non-exclusive temporary construction easement situated in Hendry County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof (the "Temporary Easement Area").
- 2. The CITY, its successors, appointees and assigns, are granted the right, privilege, and authority to use the Temporary Easement Area for access and construction staging for the purpose of effectuating the construction and installation of utility lines on lands lying adjacent to the Temporary Easement Area. The CITY, as the holder of this temporary Easement, shall have the right to delegate (on a non-exclusive basis) its rights hereunder to SWJR Land Development, LLC, a Florida limited liability company (and its contractors) or any public agency or other private party(ies), for the purpose of effectuating the construction and installation of utility facilities on lands adjacent to the Temporary Easement Area.
- 3. The Easement granted hereby is temporary in nature, and shall automatically terminate and be of no further force or effect on the date that twelve (12) months after the date this Easement is first recorded in the public records of Hendry County, Florida.

- 4. Subject to any pre-existing easements and other recorded instruments covering the Easement Area described, GRANTOR covenants that it is lawfully seized and possessed of the Easement Area, has good and lawful right and power to grant this Easement.
- 5. The CITY will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the CITY while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
- 6. The CITY shall be responsible for the removal and satisfaction of any and all liens that may be filed against the Easement Area as a result of actions by or on behalf of the CITY.
- 7. Any contractors utilized by the CITY in connection with activities undertaken in connection with this Easement shall be obligated under their respective contracts to: (1) obtain and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, bodily and property damage combined; (2) list GRANTOR as additional insured under such contractor's liability insurance; (3) provide certificates of the required insurance prior to conducting any activities within the Temporary Easement Area and maintain the required insurance at all times while conducting activities within the Temporary Easement Area or the Access Road and (4) repair any damage to the Temporary Easement Area caused by the contractors, or any of their subcontractors, removal of vegetation excepted (unless the same was previously covered with grass and/or citrus trees, in which event grass and/or citrus trees whichever was disturbed shall be planted in the damaged or disturbed areas).
- 8. Developer agrees that if any live citrus trees located on GRANTOR's property are damaged (or destroyed) as a result of the work contemplated hereunder, then (without waiving the Developer's right to seek recovery from the applicable contractor that actually caused the damage) Developer shall either replace such tree(s) or shall reimburse GRANTOR for the value of such destroyed trees (the "Restoration Obligation"). Developer shall complete the Restoration Obligation by no later than thirty (30) days after the work contemplated by Section 3, above, is completed and accepted by the CITY.
- 9. Developer and CITY acknowledge that GRANTOR'S use of the property within the vicinity of the Temporary Easement Area necessitates that from time to time (consistent with customary agricultural practices), GRANTOR will have agricultural herbicides, fertilizers and/or pesticides applied to GRANTOR's citrus trees utilizing a spray-application process (in each instance, "Spraying"). Provided GRANTOR provides the Developer and CITY with a least seven (7) days prior written notice (which notice may be provided to the CITY via an email to Derek Rooney at derek.rooney7@gray-robinson.com and which notice may be provided to Developer via an email to the following email addresses: ba@lotusnaples.com; nicdiorio@lotusnaples.com; jon@lotusnaples.com; and mgrabinski@cyklawfirm.com), the the CITY and Developer agree that any field work to be performed under this Temporary Easement shall be suspended on the date that such Spraying occurs and for a period of two (2) days thereafter (unless the supplier of the

particularly product applied by such Spraying recommends a longer wait-period). The Developer agrees to indemnify, defend and hold GRANTOR harmless from and against any loss, claim or damage incurred by or asserted against GRANTOR by any natural person that accesses GRANTOR's property pursuant to this Temporary Easement and is injured as a result of exposure to chemicals existing at the GRANTOR's property as a result of Spraying.

10. This Temporary Easement shall run until termination as set forth in paragraph 3 above and for its duration shall be binding upon the parties hereto, their successors in interest and any assigns, all purchasers of the land described in Exhibit "A", and persons or entities acquiring any right, title or interest in the land described in Exhibit "A".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

	Town Grove, LLC, a Florida limited liability company
[1st Witness' Signature]	By:Print Name: Title:
Type or Print Name] Address:	
[2nd Witness' Signature]	
[Type or Print Name] Address:	
STATE OFCOUNTY OF	
physical presence or online notarization,	ed and acknowledged before me by means of this day of, 2024, by David Forove, LLC, a Florida limited liability company, on ally known to me or has produced
[notary stamp or seal]	[Signature of Notary]
	Typed or Printed Name

Approved, agreed to and accepted for an day of June, 2024.	nd on behalf of the City of Labelle, Florida this
ATTEST	CITY OF LABELLE
Jessi Zubaty, Deputy City Clerk	Julie Wilkins, Mayor
APPROVED AS TO FORM:	
Derek Rooney, City Attorney	

C' C W' #1	SWJR LAND DEVELOPMENT, LLC, a Florida limited liability company
Signature of Witness #1 Print Name: Address:	By: R3 DEVELOPERS, LLC a Florida limited liability company Its: Manager
	– By:
Signature of Witness #2	_
Print Name:Address:	_
	_
STATE OFCOUNTY OF	
before me in person or by onl Rubinton, as Manager of R3 DEVEL Manager of SWJR LAND DEVELO behalf of the company. Who i	e foregoing instrument was acknowledged and executed ine notarization on this day of June, 2024, by Jon OPERS, LLC, a Florida limited liability company, as PMENT, LLC, a Florida limited liability company, on s personally known to me or has produced
	as identification.
	Notary Public, State of
	Printed Name: My commission expires:

Exhibit "A" to TCE

BBLS SURVEYORS, INC.

9001 HIGHLAND WOOD BLVD., STE. 6, BONITA SPRINGS, FLORIDA, 34135 TELEPHONE: (239) 597-1315 FAX: (239) 597-5207

LEGAL DESCRIPTION OLD FLORIDA MOTORCOACH RESORT (OFFSITE)

TEMPORARY EASEMENT-4

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 800, PAGE 326 OF THE PUBLIC RECORDS, HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

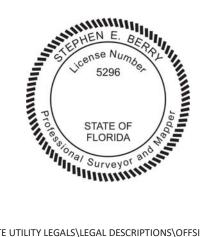
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA; THENCE RUN S89°41'58"E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 1332.56 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE RUN N00°51'59"W, ALONG SAID WEST LINE, FOR A DISTANCE OF 1996.77 FEET; THENCE LEAVING SAID WEST LINE, RUN N89°08'02"E, FOR A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING JR. BOULEVARD (A 58 FOOT RIGHT OF WAY), THE SAME BEING A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N89°07'15"E, FOR A DISTANCE OF 67.00 FEET; THENCE RUN S00°52'45"E, FOR A DISTANCE OF 15.00 FEET; THENCE RUN N00°52'45"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

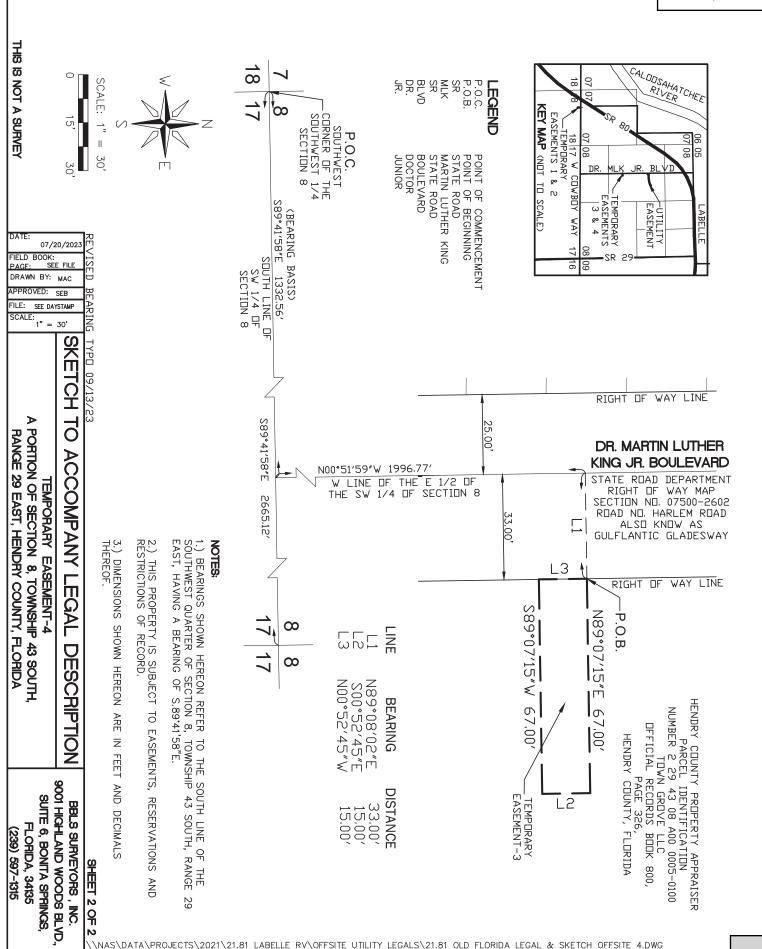
BEARINGS SHOWN HEREON REFER TO THE SOUTH OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, AS BEING S.89°41'58"E.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

_07/21/2023

STEPHEN E. BERRY, STATE OF FLORIDA, (PLS #5296) BBLS SURVEYORS, INC., (LB #8033)





This Instrument Prepared By: Matthew L. Grabinski, Esq. COLEMAN, YOVANOVICH & KOESTER, P.A. 4001 Tamiami Trail N., #300 Naples, Florida 34103 239-435-3535

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT TO THE CITY OF LABELLE

THIS INDENTURE (this "Easement") is made and entered into this ____ day June of 2024, by and between, Town Grove, LLC, a Florida limited liability company, Owner, whose address is 206 Dal Hall Boulevard, Lake Placid, FL 33852, hereinafter referred to as GRANTOR, and THE CITY OF LABELLE, a municipal corporation of the State of Florida, whose address is 481 West Hickpochee Avenue, LaBelle, FL 33935, hereinafter referred to as the CITY.

WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the CITY, its successors and assigns, a non-exclusive perpetual public utility easement situated in Hendry County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof (the "Easement Area").
- 2. The CITY, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater transmission/collection system and/or a water distribution system having underground pipes, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the Easement Area (collectively, the "Utility Facilities"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system within the Easement Area, and to trim and remove roots, trees, shrubs, bushes and plants, and remove improvements (with the exception of fences, addressed below) which may unreasonably affect the operation of conduit, lines, mains and/or utility facilities. Without limiting the generality of the foregoing, the CITY, as the holder of this perpetual easement, shall have the right to delegate (on a non-exclusive basis) its rights hereunder to any public agency or private party(ies), for the purpose of effectuating the construction and installation of utility facilities within the Easement Area. If a fence impedes the CITY's access for construction or maintenance and there is no reasonably accessible alternative access and the

fence is not gated at the point of access, the CITY shall have the right to remove the fence, provided that it immediately notifies Grantor and restores the fence or installs an appropriate gate in place of the removed section of fence. It is understood and agreed that the pipelines to be installed as part of the Utility Facilities within the Easement Area shall be installed underground, provided, however, that this Easement shall not prohibit the installation of ancillary Utility Facilities, such as pump stations and air release valves, that are typically installed above ground to support the operation of an underground pipeline.

- 3. The Utility Facilities will not be limited to any particular diameter size or type and/or number of connections to other conduit or water/sewer mains for providing water/sewer service to this and any adjacent properties. The Easement Area is non-exclusively reserved for the Utility Facilities and for any landscaping (excluding trees), crops, walkways, roadways (including, paving and curbing), drainage ways, or similar uses. Houses, buildings, carports, garages, storage sheds, overhangs, or any other vertical structures or portions of vertical structures may not be constructed on or placed within, or overhang into, the Easement Area at any time, present or future, by GRANTOR, or its heirs, successors or assigns. Fences necessary to secure GRANTOR's property may remain or be installed by GRANTOR, and GRANTOR shall provide the CITY with keys or combinations to any locks on gates necessary for the CITY to access and utilize the Easement Area pursuant to the terms of this Easement.
- 4. Title to all utilities constructed and/or placed hereunder by the CITY or its agents will remain in the CITY, or its successors, appointees, and/or assigns.
- 5. Subject to any pre-existing easements and other recorded instruments covering the Easement Area described, GRANTOR covenants that it is lawfully seized and possessed of the Easement Area, has good and lawful right and power to grant this Easement.
- 6. GRANTOR, its heirs, successors or assigns, agree to assume all liability for any consequential damages to any houses, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR in violation of Paragraph 3 within the Easement Area, which result from the required activities of the CITY for the construction, maintenance or repairs to the utilities located within the above-described easement.
- 7. The CITY will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the CITY while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
- 8. The CITY shall be responsible for the removal and satisfaction of any and all liens that may be filed against the Easement Area as a result of the installation, maintenance and operation of the Utility Facilities by or on behalf of the CITY.
 - 9. Any contractors utilized by the CITY in connection with activities undertaken in

connection with this Easement shall be obligated under their respective contracts to: (1) indemnify GRANTOR for all loss, damage, liability, causes of action, claims, and costs, including but not limited to reasonable attorney's fees and costs, incurred by GRANTOR as a result of the negligent, willful or intentional acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the Easement Area; (2) obtain and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, bodily and property damage combined; (3) list GRANTOR as additional insured under such contractor's liability insurance; (4) provide certificates of the required insurance prior to conducting any activities within the Easement Area and maintain the required insurance at all times while conducting activities within the Easement Area or the Access Road and (5) repair any damage to the Easement Area caused by the contractors, or any of their subcontractors, removal of vegetation excepted (unless the same was previously covered with grass, in which event grass shall be planted in the damaged or disturbed areas).

10. Intentionally Deleted.

- 11. The CITY will allow the GRANTOR the right to connect at the GRANTOR's expense to the wastewater collection system in the future so long as the connection meets the then-current specifications of the CITY and the GRANTOR pays the applicable connection fees.
- 12. By acceptance of this Easement, the CITY assumes no responsibility for ownership or maintenance of any associated roads, except to the extent that the CITY causes any damage thereto during its use thereof. The CITY agrees to install and maintain the Utility Facilities in good working order and in accordance with all applicable laws, rules and regulations. This easement is strictly for utility purposes.
- 13. This Easement shall run with the land and shall be binding upon the parties hereto, their successors in interest and any assigns, all purchasers of the land described in Exhibit "A", and persons or entities acquiring any right, title or interest in the land described in Exhibit "A".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

	Town Grove, LLC		
	By:		
[1st Witness' Signature]	Irving W. Wheeler, Authorized Member		
Type or Print Name] Address:			
[2nd Witness' Signature]			
[Type or Print Name] Address:			
STATE OF FLORIDA COUNTY OF HENDRY			
physical presence or \square online notarization as Authorized Member of Town Grove, L	ned and acknowledged before me by means of n, this day of June, 2024, by Irving W. Wheeler LC, a Florida limited liability company, on behalf of wn to me or has produced		
[notary stamp or seal]	[Signature of Notary]		
	[Typed or Printed Name]		

Approved, agreed to and accepted day of June, 2024.	d for and on behalf of the City of Labelle, Florida this
ATTEST	CITY OF LABELLE
Jessi Zubaty, Deputy City Clerk	Julie Wilkins, Mayor
APPROVED AS TO FORM:	
Derek Rooney, City Attorney	

Exhibit "A"

Legal Description and Sketch of Easement Area

[See Attached]

Section 6, Item I.



City of LaBelle Board of Commissioners Agenda Request

To:

Honorable Mayor and City Commission

Prepared By:	Derek Rooney, City Attorney
Date of Meeting:	April 10, 2025
Date Submitted:	April 2, 2025
Title of Agenda Ite	m: Axis Infrastructure LLC Piggyback Agreement
Agenda Location:	Consent Agenda Item
Report in brief:	Approve piggyback agreement with Axis Infrastructure, LLC for miscellaneous planning services relating to South LaBelle Village. Background: To avoid any potential conflict with the City's current planning provider RVI Planning due to their relationship as a subsidiary to Atwell who is doing engineering and planning work for South LaBelle Village. Jason Green with Axis will assist the City in review and planning relating to South LaBelle Village. Rates and contract will be under the terms of the a Town of Fort Myers Beach contract. (Signed piggyback contract coming)
Staff Comments:	
Fiscal Impact:	
Recommended Ac	tions: Staff recommends approval.

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES PROCURED BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of ______ 2025 by and between the City of LaBelle, hereinafter referred to as the "City", and Axis Infrastructure, LLC, a Georgia limited liability company, hereinafter referred to as the "Contractor", collectively the "Parties".

WHEREAS, Contractor entered into an agreement dated October 1, 2020, as extended, for Miscellaneous Professional Services with the Town Fort Myers Beach (the "Contract"), attached hereto with bid materials and incorporated herein as composite Exhibit "A" to this Agreement; and

WHEREAS, the City of LaBelle, a Florida municipal corporation, has the legal authority pursuant to Section 2-63(d) of the LaBelle Code to "piggyback" onto a contract competitively awarded to another Florida governmental entity when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Contractor and the City for utilization of the same or similar services for miscellaneous planning and other professional services (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW, THEREFORE, having been found to be in the public interest and in consideration of their respective undertakings hereunder, the Parties agree as follows:

- 1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the Town of Fort Myers Beach and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of LaBelle" shall be substituted for the term "Town of Fort Myers Beach, Florida" or "Town" throughout the Contract.
- 2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the Work is completed.
- 3. The Contractor agrees to provide City with all insurance and legal certificates in the name of the City as required by the Contract.
- 4. <u>Public Records</u>. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, the Contractor Page 1 of 4

- shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.
- g. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- h. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- i. A notice complies with subparagraph 4.(h).ii. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j. A Contractor who complies with a public records request within 8 business days

- after the notice is sent is not liable for the reasonable costs of enforcement.
- k. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of LaBelle, Attn: Tia Warner, City Clerk, 481 W Hickpochee Ave., LaBelle, FL 33935. tiawarner@citylabelle.com (863) 675-2872

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective on the date the last party hereto executes below.

	CITY OF LABELLE:	
	Date Signed:	
ATTEST:		
	Julie Wilkins, Mayor	
Tijauna Warner, Deputy City Clerk		
Derek Rooney, City Attorney		

WITNESSES:	"CONTRACTOR"	
	BY:	
NAME:	NAME:	
[PRINT/TYPE]	[PRINT/TYPE]	
	TITLE:	
	DATE:	
	_	
NAME:		
[PRINT/TYPE]		

THE TOWN OF FORT MYERS BEACH



REQUEST FOR QUALIFICATIONS TO PROVIDE

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

FOR THE TOWN OF FORT MYERS BEACH RFQ-20-22-AD

Issued: June 17, 2020

Proposals Due: WEDNESDAY, AUGUST 5, 2020

2:00 p.m. EST

Prepared by:

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

TOWN OF FORT MYERS BEACH FLORIDA REQUEST FOR QUALIFICATIONS RFQ-20-22-AD ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

Dated: June 17, 2020

Pursuant to the requirements of Florida Statutes (F.S.), Chapter 287, the Town of Fort Myers Beach anticipates seeking professional consultant services for the purpose of assisting the Town with miscellaneous professional services.

Before submitting Professional Qualifications and Letters of Interest, interested parties **must** obtain a copy of the complete Request for Qualifications package entitled RFQ-20-22-AD, Town of Fort Myers Beach Ongoing Miscellaneous Professional Services dated June 17, 2020 for this project from the Town of Fort Myers Beach, Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, www.demandstar.com or by calling (239) 765-0202 ext. 1401. The Requesting Party must furnish the Town with a mailing address, an e-mail address and a telephone number for contact purposes. If the Official Documents are not obtained as directed above, or are modified in any manner, the Professional Qualifications and Letter of Interest will not be accepted for consideration by the Town.

Submittals are subject to the conditions specified hereon and on the attached sheets, including any addenda. All responses must be submitted in a sealed envelope, delivered via mail or in person to Town Hall, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 no later than **2:00 PM, Wednesday, August 5, 2020**. The mailing envelope must be clearly marked RFQ-20-22-AD Ongoing Miscellaneous Professional Services and contain the Consultant's name and address.

Questions: All questions about the meaning or intent of the RFQ documents must be directed in writing via e-mail to Contracts Manager (bids@fmbgov.com) or via facsimile to 239-765-0909. No verbal inquiries will be accepted. Questions received less than seven (7) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Consultant as acknowledged and incorporated with the submittal.

Respondents may not contact any member of the selection committee, Town employees or Town elected officials during this solicitation process. All questions or request for clarification must be routed through the Contracts Manager at bids@fmbgov.com

The Town's short-list and final selection meeting dates will be listed on the Town website at www.fmbgov.com or available by contacting Brittany Kircher, Contracts Manager, at (239) 765-0202 ext. 1401.

Section 6, Item I.

Response Procedure: The deadline for submission of the Professional Qualifications and Letter of Internal Project by qualified consultants is **2:00 PM, Wednesday, August 5, 2020**. The outside of the envelope must be clearly marked "RFQ-20-22-AD, Ongoing Miscellaneous Professional Services" and contain the Consultant's name and address. Each firm is to submit one (1) original and one (1) identical electronic version in PDF format (unzipped, with no links to other web pages), clearly marked as such. The following format and sequence should be followed in order to provide consistency in the Consultant's responses and to ensure each proposal receives full consideration. Use 8.5 x 11 page format with separating page tabs so that each submittal section can easily be compared with other submittals.

Introduction and Background Information:

- a. Title page, including RFQ number and name, consultant's name and address; contact person; telephone and fax numbers; internet e-mail address and closing date and time.
- b. Table of contents, including page numbers.
- c. Letter of Interest stating interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. This letter must state that the Consultant will meet the insurance requirements of the attached Professional Services Agreement and is willing to execute the attached Professional Services Agreement with the Town of Fort Myers Beach, Florida.
- d. Description of the firm, including locations of offices, person(s) responsible for contracting services hereunder, and at which office the contract authority resides.

Qualifications and Experience FOR EACH TYPE OF WORK.

- e. A Completed Request for Qualification Submittal for Professional Consultants in the form attached.
- f. At least three (3) examples of completed projects representative of the work for which Consultant is applying hereunder, inclusive of contact information for the recipient of services. Projects may be duplicated if applying for multiple types of work.
- g. A listing of personnel who would be working on this project, listing their qualifications to perform the work hereunder. This listing must be on the Qualification Form and include the resumes for such personnel complete with a current copy of applicable certifications. The Consultant's Supervisor for this project shall also be identified.
- h. An outline of the Consultant's understanding of and approach to providing the required services, no longer than one (1) page in length.
- i. An explanation of why the Consultant is well suited to perform the service, no longer than one (1) page in length.
- j. A list of sub-consultants that Consultant would propose to use for any of the services associated with tasks awarded under the Professional Services Agreement.

Suitability and Stability of the Firm

- k. A list of at least three (3) client references, exclusive of those identified above, which includes the following information:
 - a. Name of contacting agency, contact name, address, e-mail address and telephone number, and title of work performed for client.
- I. Any additional data that the Consultant feels will be helpful in qualifying it for this project (limited to 5 pages).
- m. Completed, original affidavit stating that the Consultant (and affiliate, as appropriate), or person(s) having a business relationship with Consultant or affiliate (have) never been convicted of a Public Entity Crime as such is defined in Section 287.133, F.S. (EXHIBIT I).
- n. Exhibit I Public Entity Crimes Affidavit, Exhibit J Affidavit Certification Immigrations Laws and Exhibit K Affidavit of Confidentiality.

Note: Only the prime firm is required to fill out the forms on pages 8-14. The *Request for Qualification Submittal for Professional Consultants* only needs to be completed once. You may list multiple Types of Work on the form.

<u>Selection Procedure:</u> The selection of a Consultant(s) will be made in accordance with Town of Fort Myers Beach Purchasing Policies and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. In such event, the presentation must be made by the representative who would be the Project Manager (or Equivalent) under this award. After determination of qualified consultants by the Town Council, contract fees will be negotiated in accordance with Section 287.055, Florida Statues.

SPECIAL NOTICE

Section 6, Item 1.

Firms that are already under contract with the Town of Fort Myers Beach for Miscellaneous Professional Services under **RFQ-19-17-AD** need not re-submit. Those agreements are in effect until September 30, 2020, with two – one year renewals available, by mutual agreement. This is an annual, reoccurring RFQ.

<u>DUTY TO UPDATE RECORDS</u>: It shall be the responsibility of any individual or firm selected by the Town of Fort Myers Beach for this project to notify the Town promptly of any substantive amendment to the information provided in its Letter of Interest/Application for Qualification, as well as to update the information in the Application on an annual basis as appropriate.

<u>EQUAL OPPORTUNITY STATEMENT:</u> The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts for consultant services. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religion, age or disability in consideration for qualification or selection.

NOTICE OF A CONTRACT CRIME CONVICTION: Each person or firm who elects to submit a Letter of Interest (or Competitive Negotiations) package shall notify the Finance Director within thirty (30) days after a conviction of a contract crime applicable to them or to any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate as further described in F.S. 287.133.

QUALIFICATION PROCEDURES: All applicants must be qualified to do business in the State of Florida.

<u>TIME OF CONTRACT:</u> This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

<u>RIGHT OF PERFORMANCE:</u> This contract does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all available required work in-house or by any other means it so desires. No amount of work is guaranteed upon the execution of a Professional Services Agreement. A consultant or multiple consultants may be selected for any, some or all the services being solicited hereunder. The Town reserves the right to add or delete, at any time, any or all tasks or services associated with the Agreement.

SCOPE OF WORK

The following is a nonexclusive list of the Types of Work the Town of Fort Myers Beach may utilize from time to time. Each Type of Work states the minimum requirements to be qualified by the Town of Fort Myers Beach.

Code Type of Work

101 Water Resource

Requires engineering expertise in planning, design, permitting, bidding, construction administration, long term loan and grant funding programs in connection with Water Resources as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Water Resources.

102 Architectural Design

Requires architectural expertise in planning, designing, permitting, bidding and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state and federal agencies as applicable.

103 Stormwater

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Storm Water Design, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Storm Sewer.

104 Water Distribution, Including Lift and Pump Station Design

Requires engineering expertise in long term loan and grant funding programs, planning, designing, permitting, bidding, and construction administration phases of service for Water Distribution, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of gravity and pressure systems.

105 Surveying Services

Requires surveying expertise in the preparation of Boundary, Topographic and Right of Way Surveys and Sketch and Legal Descriptions in conformance with the Florida Minimum Technical Standards. The firm must employ at least one land surveyor, registered with the Florida State Board of Land Surveyors, having at least one year of land surveying experience acting as responsible in charge. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

106 Landscape Architect

Requires expertise in planning designing, permitting, bidding and construction administration phases of service for Landscape Architecture, including design of Community Parks and Streetscape. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work.

107 Community and Neighborhood Improvements

Requires engineering, architectural or landscape architectural expertise in planning, designing, permitting, bidding and construction administration phases of service for various neighborhood improvements, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers or at least one professional architect, registered with the Florida State Board of Professional Architects and Interior Design or at least one professional Landscape Architect, registered with the Florida State Board of Landscape Architecture, having training and experience in the area of Community Parks and Streetscape.

108 Electrical Systems

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Electrical Systems.

109 Structural Systems

Requires engineering expertise in planning, designing with an emphasis on hurricane resistant design, permitting, bidding and construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Structural Systems.

110 Geo-Technical Analysis

Requires engineering expertise in connection with Geo-Technical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers having demonstrated experience in the activities normally associated with this work. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

111 Civil Engineering

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

112 Development and Building Services

Requires engineering expertise with review of property development proposals and construction design plans. Must be familiar with local land development code and Florida Building Code, including plan reviews and inspection services for all professional disciplines. Development order review services, for all disciplines.

113 Transportation Planning and Traffic Engineering Services

Requires engineering expertise in planning, design and operation of traffic control devices to provide technical support and engineering recommendations on traffic engineering and related issues. Services shall include, but are not limited to; traffic data/counts, traffic models, signal operations, traffic monitoring, traffic analysis, roadway safety assessment, ITS applications, traffic operations improvements, traffic calming, roadway lighting and traffic control device assessment.

114 Planning / Zoning

The selected individual/firm will work with Town staff to provide expertise in the detailed review of development projects (including projects seeking rezoning) and their consistency with all local, state and federal requirements; preparation of Land Development Code Regulations; preparation of Comprehensive Plan Amendments; Floodplain Management review; Community Rating System review and preparation; Risk-map assessments; oversight of projects through all local, state and federal application processes and approvals to ensure adherence to all Town codes as well as public and Town Council concerns. The individual/firm will prepare staff reports and make presentations to the Local Planning Agency and Town Council. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in site development. The firm must also employ at least one member who is certified through AICP. The firm must employ at least one Certified Floodplain Manager.

Section 6, Item I.

115 Historical Restoration

Requires experience in historical restoration projects according to the Secretary of the Interior's Standards for Rehabilitation of Historical Structures.

116 Archaeological Services

Requires experience and registration in the State of Florida, Division of Historical Resources for archaeological services. Must comply with State Standards and Resource Protection.

117 Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use regulations and expertise in local wildlife programs, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. Expertise in document creation and progress reporting. A degree in Environmental Biology or similar field is desirable from at least one staff member (experience may be substituted for degree) with experience reading blueprints, site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

118 Marine Engineering

Requires expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. Expertise in document creation and progress reporting. Experience in reading blueprints and site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

119 Geographical Information System

Requires Geographic Information System (GIS) support services and experience including familiarity with custom GIS applications for Capital Improvement Plans (CIP), As-built Document Retrieval, Map Gallery, and other business functions, Technical requirements including an understanding of relational database design, Command-line SQL capability, including the ability to construct triggers and stored procedures, demonstrated knowledge of PHP, HTML5 and CSS2, and the use of those tools to link tabular and spatial data sets. Support for geospatial data and applications that provide GIS integration with existing business applications and other enterprise databases e.g. the Lee County Tax Parcel data, for use within existing GIS applications. This would include OSSI, CIP, Asset Management, addressing, etc. with technical experience with GIS data structures and links to external data sets, thorough understanding of current addressing practice, especially the Federal Geographic Data Committee (FGDC) data content standard, the United States Thoroughfare, Landmark and Postal Address Data Standard.

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Type(s) of Work (code	e):			
Firm Name:				
	(As registered with I	Florida Secreta	ry of State)	
Address:				
City, State, Zip Code:			Cour	nty:
Telephone:	Fax:	Web-	·site:	
Contact Person: E-mail:				
Name of Parent Compa	any (if applicable):			
Address:				
Type of Firm:	Corporation Partne	rship	Individual	Other
If Corporation: D	Pate Incorporated:	State	Incorporated:	;
Date Authorized	l in Florida: Nar	me of Presiden	t:	<u> </u>
If Partnership: I	Date organized:	Type: Ger	neral Limited	Other
Name(s) of Part	ner(s):			
Florida Secretary of Sta	ate Document No.:			
Florida State Board Pro	fessional Engineer's Certific	cate No.:		Date:
Firm Name:				
	(As registered with I	Florida Secreta	ry of State)	
Federal Employer Ident	ification No.			_
Blanket Professional Li	ability Insurance:	Yes	No Amount	: \$
Policy No.:	Comp	anv:		

If yes: Attach a copy of certificate showing policy number, company, amount and expiration date. If no: Attach commitment letter from insurance company that provides liability insurance that would be provided to applicant, or a commitment letter for a non-assignable, nontransferable, irrevocable letter of credit created pursuant to Chapter 287, Florida Statute, in a minimum amount of \$250,000.00.

Section 6. Item I. **Request for Qualification Submittal for Professional Consultants** Does your firm have a CADD system? Yes No Does your firm have a GIS system? Yes No Type: _____ CERTIFICATION I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida. I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Town of Fort Myers Beach and filed in case no(s) _____ (if not applicable, enter N/A) with the Clerk of Agency Proceedings. I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act. Signature Date Title List of Branch Offices in Florida Please include address, city, zip code, county, contact person, telephone number and e-mail address.

QUALIFICATION FOR TYPE OF WORK

Name of Firm:		Date:			
	Code:	Type of Work: _			
List the personnel permanently e Attach supplemental sheets if ne	employed by your firm a cessary and attach a r	and indicate the versume for each p	work that you fee person which sup	el they are qualified to do. oports their ability.	
Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work	
		1	1		

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This s	worn statement is submitted to
		(print name of public entity)
	by	
	- 3	(print individual's name and title)
	for	
	101	(print name of entity submitting sworn statement)
		whose business address is
		whose business address is
		and (if applicable) its Federal Employer Identification Number (FEIN) is
		entity has no FEIN, include the Social Security Number of individual signing this sworn statement:
	-)
2.	violate with a include entity	erstand that a "public entity crime" as defined in Paragraph 287.233(1)(g), <u>Florida Statutes</u> , means a son of any state or federal law by a person with respect to and directly related to the transaction of business any public entity or with an agency or political subdivision of any other state or of the United States, ing, but not limited to, any bid, proposal or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3.	findin state t	erstand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), <u>Florida Statutes</u> , means a g of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or rial court of record relating to charges brought by indictment or information after July 1, 1989, as a result ary verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4.	I unde	erstand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
	exe aff poo agr ent	A predecessor or successor of a person convicted of a public entity crime; or An entity under the control of any natural person who is active in the management of the entity and o has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, ecutives, partners, shareholders, employees, members, and agents who are active in the management of an iliate. The ownership by one person of shares constituting a controlling interest in another person, or a bling of equipment or income among persons when not for fair market value under an arm's length eement, shall be a prima facie case that one person controls another person. A person who knowingly ers into a joint venture with a person who has been convicted of a public entity crime in Florida during the ceding 36 months shall be considered an affiliate
5.	or entra contra or who	erstand that a "person" as defined in Paragraph 287.133 (1) (e), <u>Florida Statutes</u> , means any natural person ity organized under the laws of any state or of the United States with the legal power to enter into a binding ct and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, ich otherwise transacts or applies to transact business with public entity. The term "person" includes those rs, directors, executives, partners, shareholders, employees, members, and agents who are active in gement of an entity.
6.		on information and belief, the statement, which I have marked below, is true in relation to the entity tting 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 a 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) STATE OF **COUNTY OF** The foregoing instrument was acknowledged before me this _____ physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____ , as identification. My Commission Expires: Signature of Notary Public Notary Public, State of

Printed, Typed or Stamped Name

Commission/Serial No.

Date: _____, 2020

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS	BEACH WILL NOT	INTENTIONALLY A	AWARD TOWN C	CONTRACTS TO ANY
CONTRACTOR WHO KNO	WINGLY EMPLOYS	LINALITHORIZED	ALIEN WORKER	S CONSTITUTING A

VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

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

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

Company Name	·		
	(Signature)	(Title)	(Date)
STATE OF			
COUNTY OF			
	, 20, by	dged before me this	, by means of
		tion, personally appeared bef	
My Comm	ission Expires:		
		Signature of Not	tary Public
		Notary Public,	, State of
		<u></u>	
Commission/Serial No) .	Printed, Typed or S	tamped Name

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

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY FOR THE PROJECT ENTITLED: Ongoing Miscellaneous Professional Engineering Services RFQ-20-22-AD

		Date:	, 2020
l,		the undersigned, am a	n employee of
, the	Town's provider of t	echnical support services	s, and serve as
a member of the Technical Support Service team	n for the Town of Fo	rt Myers Beach.	
This is to certify that I have been informed of the use, disclose, or share Town information in any odesignee. I agree to use my best efforts to prevento any person other than the intended recipient, or	way, except for as d	irected by the Town Man ation, or any part thereof, f	ager or his/her
	Signature		_
	Date		

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into t		day of
, 2020 by and between the Town of Fort Myers Beach, Florida, a chartered m	unicipality of th	e State
of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Tov	wn"), and	
("Consultant"), whose address is		
<u>-</u>		
NAMED FAC. (I. v. T I. v. L	(
WHEREAS, the Town desires the Consultant to provide and perform professional service	s as further de	scribed
hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and	Y	7
		/

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

TIME OF CONTRACT: This contract will be for a period of three (3) years with an option to reliew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

- 1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."
- 1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXMISIT. A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.
- 1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

- <u>2.01. LICENSES</u>: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.
- 2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

- (2) <u>CONSULTANT'S PROJECT DIRECTOR:</u> The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) <u>REMOVAL OF PERSONNEL:</u> Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to brovide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) <u>SUB-CONSULTANT:</u> The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) <u>SUB-CONTRACTOR:</u> The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform here under. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the ptior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- 2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally in portant to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, period and completed in a timely and diligent manner throughout.
- 2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and tw any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

206 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

M RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise.

any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

- (2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/o incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of may of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
- 2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.
- 2.08 NOT TO DIVULGE CERTAIN INFORMATION. Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.
- 2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.
- 2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with a

information known to be available to the Town so as to assist the Consultant in the preparation and any original, renewal or extension of required reviews, approvals or permits.

- 2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.
- 2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.
- 2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The auties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.
- 2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect of the interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be plovided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) PROJECT GUIDELINES AND CRITERIA: Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and solveduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
 - (2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town

such as sub-surface investigations, laboratory tests, inspections of natural and man-mad property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

- 4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.
- 4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) <u>LUMP SUM FEE(S)</u>: When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.
- (2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it is shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each term as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Subconsultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total NT.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.L. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive

documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Stask Authorization(s) hereunder.

- (2) <u>PAYMENT FOR SERVICES PERFORMED:</u> The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (3) <u>PAYMENT SCHEDULE:</u> The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.
- 4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

- 4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.
- 4.07 NON-ENTITLEMENT TO ANTICIPATED FES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pulsuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Subconsultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any or the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bond fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect

which would conflict in any manner with the performance of services required hereunder. The Constant of services that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benents or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 LITIGATION

The verte for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a vother breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent penaltted by law, the Town shall retain all such records as confidential.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER, 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-9292, MICHELLE@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receive is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination cate and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way prodify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.



ARTICLE 18.00 - ENTIRE AGREEMENT

ATTENTION: ______Project Director

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

	(1)	EXHIBIT "A" entitled "Scope of Professional Services", dated, 2020
	(2)	EXHIBIT "B" entitled "Compensation and Method of Payment" dated, 2020.
	(3)	EXHIBIT "C" entitled <u>"Time and Schedule of Performance"</u> , dated, 2020.
	(4)	EXHIBIT "D" entitled dated, "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", 2020.
	(5)	EXHIBIT "E" entitled <u>"Project Guidelines and Criteria"</u> , dated2020.
	(6)	EXHIBIT "F" entitled <u>"Truth in Negotiation Certificate"</u> , dated, 2020.
	(7)	EXHIBIT "G" entitled <u>"Insurance"</u> . (Containing copies of applicable Certificates of Insurance)
	(8)	EXHIBIT "H" entitled <u>"Amendment to Articles"</u> , dated, 2020.
	(9)	EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated, 2020.
	(10)	EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated, 2020.
	(11)	EXHIBIT "K" entitled "Affidavit of Confidentiality", dated, 2020.
<u>ARTICI</u>	LE 19.0	0 - NOTICES AND ADDRESS OF RECORD
19.01	NOTIC	ES BY CONSULTANT TO TOWN
service Florida	, postag	eunder from the Consultant to the Town shall be in writing and shall be given by US first class mail ge prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach,
		ES BY TOWN TO CONSULTANT
All notic	ces here , postag	eunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail be prepaid, addressed to:
(Consu	Itant's B	Susiness (Name)
(Street/	P.O. B	2()
(City)	1	(State) (Zip Code)

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

<u>ARTICLE 20.00</u> - <u>ACCEPTANCE.</u> Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

Agreement enective the day and year mist written above.	Y
TOWN OF FORT MYERS BEACH	ATTEST:
Ву:	Ву:
By: Roger T. Hernstadt, Town Manager	Michelle Mayhet Town Clerk
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
BY:	
BY: Town Attorney	
PROVIDER:	
Printed name of organization	
BY:	
Signature	Witness Signature
Printed name of person signing	Printed name of Witness
Title (printed)	
Title (printed)	
▼	

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-22-AD

TYPES OF WORK

cach Type of Myers Beach, And Research Research

QUALIFICATION FOR TYPE OF WORK

				Date:
(Code: Type	of Work:		
do.		your firm and indicate		k that you feel they are qualified
Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
			C	
			7	
AMP				
⊋′				

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

D-1-	. 2020
Date	20120

Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Section 1. BASIC SERVICES/TASK(S)

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

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment" tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Rasis of Compensation LS of NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

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.

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _______, 2020, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date:	, 2020
-------	--------

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

(Consultant Name: _						 	-	
									7
		(1)	(:	2)		(3)	- (4). N	

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	Hourly Rate To Be Charged (Column 2x3)
	Hourry Nate		(GOJUNIII 2X3)
		\sim	5
		VO.	
	7		
Ŷ			

*NO Direct Payroll hourly rate means the actual gross hourly wage paid.

Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and

ATTACHMENT NO. 2 TO EXHIBIT B NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE Ongoing Miscellaneous Professional Services RFQ-20-22-AD

	Date:	, 2020
CONSULTANT NAME:		
ITEM		BASIS OF CHARG
Telephone (Long Distance)		Actual Cost
Postage and Shipping		Actual Cost
Commercial Air Travel		Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)		\$0.58/mile
Vehicle Rental/Gas		Actual Cost
Lodging (Per Person)		
		Actual Cost or NTE \$100.00
Meals:		91004
Breakfast Lunch		\$12.01 \$11.82
Dinner		\$11.82 \$24.72
Reproduction (Photocopy) 8 ½" x 11"		\$0.15/Page
8 ½" x 14"		\$0.20/Page
11" x 14"		\$0.35/Page
Reproduction (Blue/White Prints)	,	\$0.20/Sq. Ft.
Printing/Binding	,	Actual Cost
Mylar Sheets		Actual Cost
Photographic Supplies & Services		Actual Cost
Tolls		Actual Cost
10113		/totaal 00st
*List other specific project related reimburgable (i.e. film/developi	ina).	
List other openine project related reimbabasis (i.e. illim/developi	119).	
Y		
\(\)		
NOTE II a line to a single and a second second for all non-new		
NOTE: Receipts or in-house logs are required for all non-per reimbursable expenses unless exempt (such as meals).	rsonnei	
Administrative Services Fee – Applicable only when spe	ecitically	
authorized by the Town, for administering the procurement of additional services, equipment, reimbursable etc. not covered ur	special nder the	
osts and/or changes established in the Agreement.		
VOTE: N.T.E. indicates Not-To-Exceed		

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date:	, 2020
d by times of co	mpletion for the various phase

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

Shall be negotiated through each Supplemental Task Authorization issued.	Shall be negotiated through each Supplemental Task Authorization	Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
			Shall be negotiated through each Supplemental Task Authorization issued.		
				2	
		Sr'			
	Sr'				

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date:	,	2020

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

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

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

	(in theres, entire there there in the c	,		· //	
Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm		2	Sub-Co Service Exempt Prime Consult Insuran Covera Yes	nsultant s are ed from ant's ce ge
		SOL		Yes	NO
	AGREE				
AMPI					
う *					

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date:	, 2020

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific need

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will prutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE Ongoing Miscellaneous Professional Services RFQ-20-22-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:

Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

- 1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
- 2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
- 3. The truth of statements made herein may be relied upon by the Toymand the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional business as:	al Services Agreement referred to as the CONSULTANT,	doing
BY:		
TITLE:		
The foregoing instrument was signed and acknowled by who has produc		2020
(Print or Type Name)	(Type of Identification)	
Notary Public Signature		
Printed Name of Notary Public		
Notary Commission Number/Expiration		

EXHIBIT "G": INSURANCE

RFQ-20-22-AD

FOR THE PROJECT KNOWN AS: Ongoing Miscellaneous Professional Services

Section One. Insurance Coverage's to Be Obtained

- (1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.
- (4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.
- (5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Sub-contractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed Indicate Name of Individual or Firm

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

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

- (1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.
 - (5) Each Certificate of Insurance shall specifically helude all of the following:
 - (A) The name and type of policy and coverages provided; and
- (B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
 - (C) The date of expiration of coverage; and
- (D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
- (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the Certificate Holder named."

- (G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.
- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.
- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.
- (8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain he following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
 - (B) Contractual coverage applicable to this specific Agreement including any hold harmless and

such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
 - (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles
 - (C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum aggregate limit of \$1,000,000.00.
- (B) Such additional requirements as are set forth in the Agreement above.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.



EXHIBIT H - AMENDMENT TO ARTICLES FOR THE PROJECT ENTITLED: Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date:	, 2020
-------	--------

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. Weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.___ is hereby amended as follows:

SAMPLE

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.

This sy	worn statement is submitted to
	(print name of public entity)
by	
•	(print individual's name and title)
for	
	(print name of entity submitting sworn statement)
	whose business address is
	and (if applicable) its Federal Employer Identification Number (VEIN) is
(If the	entity has no FEIN, include the Social Security Number of individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrept sentation.
- 3. I understand that "convicted" or "conviction is defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity chime, 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 plet of guilty or nolo contendere.
- 4. I understand that an "affiliat" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate

I inderstand 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.

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

Section 6, Item I.

		one or more of its officers, directors, executives, partners, active in the management of the entity, or an affiliate of the attity crime subsequent to July 1, 1989.
	shareholders, employees, members, or agents who are a entity has been charged with and convicted of a public e- been a subsequent proceeding before a Hearing Officer	one or more of its officers, directors, executives, partners, active in the management of the entity, or an affiliate of the entity crime subsequent to July 1, 1989. However, there has of the State of Florida, Division of Administrative Hearings mined that it was not in the public interest to place the entity list. (Attach a copy of the final order)
	YEAR IN WHICH IT IS FILED. I ALSO UND PUBLIC ENTITY PRIOR TO ENTERING INTO	GRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ALID THROUGH DECEMBER 31 OF THE CALENDAR DERSTAND THAT I AM REQUIRED TO INFORM THE A CONTRACT IN EXCESS OF THE THRESHOLD LORIDA STATUTES FOR CATEGORY TWO OF ANY
		(Signature)
	Sworn to and subscribed before me this	(Signature) , 20
	Personally known	× Y
	OR Produced Identification	Notary Public – State of
	(Type of Identification)	My Commission expires
	(Printed typed or st	amped commissioned name of notary public)
	S A	
· N		
7		

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name:				_
	(Signature)	(Title)	(Date)	
STATE OF		,		
COUNTY OF		^	7	
	nt was signed and _, by		before me thisday of	f
	(Print or Type Na	identification.		
(Type of Identification and				
Notary Public Signature				
Printed Name of Notary Pu	blic			
Notary Commission Number	erXExpiration			

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.

107

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY FOR THE PROJECT ENTITLED: Ongoing Miscellaneous Professional Services RFQ -11-23-PW

I,	the	undersigned,				_, am	an	employee
			, the Town's provi			vices, and	serve as	a member of the
Tec	nnical S	Support Service tea	am for the Town of Fo	ort Myer Beach).			
disc I agi	lose, or ree to u	r share Town informuse my best efforts	een informed of the T mation in any way, ex to prevent and proted ent, who is required t	cept for as dir	ected by the or any part th	Town Mar	nager <u>or</u> f	is/her designee.
				0:				
				Signature		~/		
				Date		X		
				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
				7				
				, ,				
		7	\rightarrow					
		\wedge	>					
	,	QY						
,	1	3 /						
~		•						
	<i>Y</i>							

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this <u>1</u> day of <u>October, 2020</u> by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and <u>Axis Infrastructure, LLC</u> ("Consultant"), whose address is <u>1111 Cambridge Sqaure Alpharetta, GA, 30009.</u>

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

TIME OF CONTRACT: This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

<u>ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES</u>

- 1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."
- 1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.
- 1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

- <u>2.01. LICENSES:</u> Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.
- <u>2.02 QUALIFIED, WILLING AND ABLE.</u> Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

- (2) <u>CONSULTANT'S PROJECT DIRECTOR:</u> The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.
- (3) <u>REMOVAL OF PERSONNEL:</u> Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) <u>SUB-CONSULTANT</u>: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) <u>SUB-CONTRACTOR:</u> The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- 2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.
- 2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) <u>RESPONSIBILITY TO CORRECT:</u> The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations,

estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Subconsultant(s) or Subcontractor(s) engaged by the Consultant.

- (2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
- 2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.
- 2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.
- 2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.
- 2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of

any original, renewal or extension of required reviews, approvals or permits.

- 2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.
- 2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.
- 2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.
- 2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

- (1) <u>PROJECT GUIDELINES AND CRITERIA:</u> Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.
 - (2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

RFQ-20-22-AD

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

- 4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.
- 4.02 <u>ADDITIONAL SERVICES:</u> The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) <u>LUMP SUM FEE(S)</u>: When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.
- (2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it is shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Subconsultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth
 above is determined to be necessary, required and actually expended and is determined to be actually less than
 the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be
 used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) <u>MONTHLY STATEMENTS:</u> The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

- (2) <u>PAYMENT FOR SERVICES PERFORMED:</u> The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (3) <u>PAYMENT SCHEDULE:</u> The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.
- 4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

- 4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.
- 4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

RFQ-20-22-AD

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

RFQ-20-22-AD

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall—give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

19.03 CHANGE OF ADDRESS OF RECORD

Title (printed)

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

<u>ARTICLE 20.00 - ACCEPTANCE.</u> Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

By: Roger T. Hernstadt, Town Manager	ATTEST: By Licelly Mark Michelle Mayher, Town Clark
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: Town Attorney	
PROVIDER: Axis Infrastructure, LLC	
Printed name of organization	
BY:	Korraine Wynn
Signature	Witness Signature
J Dead Cours	Lorraine Wynn
Printed name of person signing	Printed name of Wijness
DOMOGRAGE	

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated October 1, 2020.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated October 1, 2020.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated October 1, 2020.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)" dated October 1, 2020.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated October 1, 2020.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated October 1, 2020.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated October 1, 2020.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated October 1, 2020.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated October 1, 2020.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated October 1, 2020.

<u>ARTICLE 19.00</u> - <u>NOTICES AND ADDRESS OF RECORD</u>

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Axis Infrastructure, LLC (Consultant's Business I	Name)	
1111 Cambridge Sqaure (Street/ P.O. Box)	<u> </u>	
Alpharetta G/	4	30009
(City)	(State)	(Zip Co de)
Telephone Number:	863-255-3213	
Email:jason	green@axiscompanie	es.com
Fax Number:		
ATTENTION: Jason G		

RFQ-20-22-AD

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services RFQ-20-22-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

101 Water Resource

Requires engineering expertise in planning, design, permitting, bidding, construction administration, long term loan and grant funding programs in connection with Water Resources as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Water Resources.

102 Architectural Design

Requires architectural expertise in planning, designing, permitting, bidding and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state and federal agencies as applicable.

103 Stormwater

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Storm Water Design, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Storm Sewer.

104 Water Distribution, Including Lift and Pump Station Design

Requires engineering expertise in long term loan and grant funding programs, planning, designing, permitting, bidding, and construction administration phases of service for Water Distribution, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of gravity and pressure systems.

106 Landscape Architect

Requires expertise in planning designing, permitting, bidding and construction administration phases of service for Landscape Architecture, including design of Community Parks and Streetscape. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work.

107 Community and Neighborhood Improvements

Requires engineering, architectural or landscape architectural expertise in planning, designing, permitting, bidding and construction administration phases of service for various neighborhood improvements, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers or at least one professional architect, registered with the Florida State Board of Professional Architects and Interior Design or at least one professional Landscape Architect, registered with the Florida State Board of Landscape Architecture, having training and experience in the area of Community Parks and Streetscape.

108 Electrical Systems

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Electrical Systems.

109 Structural Systems

Requires engineering expertise in planning, designing with an emphasis on hurricane resistant design, permitting, bidding and construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Structural Systems.

111 Civil Engineering

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

112 Development and Building Services

Requires engineering expertise with review of property development proposals and construction design plans. Must be familiar with local land development code and Florida Building Code, including plan reviews and inspection services for all professional disciplines. Development order review services, for all disciplines.

113 Transportation Planning and Traffic Engineering Services

Requires engineering expertise in planning, design and operation of traffic control devices to provide technical support and engineering recommendations on traffic engineering and related issues. Services shall include, but are not limited to; traffic data/counts, traffic models, signal operations, traffic monitoring, traffic analysis, roadway safety assessment, ITS applications, traffic operations improvements, traffic calming, roadway lighting and traffic control device assessment.

114 Planning / Zoning

The selected individual/firm will work with Town staff to provide expertise in the detailed review of development projects (including projects seeking rezoning) and their consistency with all local, state and federal requirements; preparation of Land Development Code Regulations; preparation of Comprehensive Plan Amendments; Floodplain Management review; Community Rating System review and preparation; Risk-map assessments; oversight of projects through all local, state and federal application processes and approvals to ensure adherence to all Town codes as well as public and Town Council concerns. The individual/firm will prepare staff reports and make presentations to the Local Planning Agency and Town Council. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in site development. The firm must also employ at least one member who is certified through AICP. The firm must employ at least one Certified Floodplain Manager.

119 Geographical Information System

Requires Geographic Information System (GIS) support services and experience including familiarity with custom GIS applications for Capital Improvement Plans (CIP), As-built Document Retrieval, Map Gallery, and other business functions, Technical requirements including an understanding of relational database design, Command-line SQL capability, including the ability to construct triggers and stored procedures, demonstrated knowledge of PHP, HTML5 and CSS2, and the use of those tools to link tabular and spatial data sets. Support for geospatial data and applications that provide GIS integration with existing business applications and other enterprise databases e.g. the Lee County Tax Parcel data, for use within existing GIS applications. This would include OSSI, CIP, Asset Management, addressing, etc. with technical

Section 6, Item I.

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

RFQ-20-22-AD

experience with GIS data structures and links to external data sets, thorough understanding of current addressing practice, especially the Federal Geographic Data Committee (FGDC) data content standard, the United States Thoroughfare, Landmark and Postal Address Data Standard.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date October 1, 2020

Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Section 1. BASIC SERVICES/TASK(S)

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

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Fask Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
				į.

OTAL				

(Unless list is continued on next page)

EXHIBIT B (Continued)

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 1, 2020 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated <u>October 1, 2020</u> entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date: October 1, 2020

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: Axis Infrastructure, LLC

(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)
	83		

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

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

ATTACHMENT NO. 2 TO EXHIBIT B NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date: October 1, 2020

CONSULTANT NAME: Axis Infrastructure, LLC

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.58/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals). Administrative Services Fee — Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C -- TIME AND SCHEDULE OF PERFORMANCE Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date: October 1, 2020

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date: October 1, 2020

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

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm		Sub-Co Service Exemp Prime Consuli Insuran Covera	onsultant es are ted from tant's ice ge
			Yes	No
п				
			13	

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date: October 1, 2020

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE Ongoing Miscellaneous Professional Services RFQ-20-22-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:

Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

- 1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
- 2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
- 3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

	alf of the Party to the Pro	fessional Services Agreement referred to as the CONSULTANT, doing
business as: —	AXIS INFRAST	en cruee, LLC
8 4		
BY:	JALOS DRAY C	ouns of the
TITLE:	PERSIDENT	
by Socolo L	who has	acknowledged before me this 5th day of October, 2020, produced Personally known as identification
Paya	int or Type Name)	(Typé of Identification)
Notary Public Sig	/ 0	LORRAINE WYNN NOTARY PUBLIC
Printed Name of		DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 14, 2021
0 1.1	2 - 2 1	

Notary Commission Number/Expiration

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS: Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Section One. Insurance Coverage's to Be Obtained

- (1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.
- (4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.
- (5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Subconsultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed Indicate Name of Individual or Firm

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

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

- (1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.
 - (5) Each Certificate of Insurance shall specifically include all of the following:
 - (A) The name and type of policy and coverages provided; and
- (B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
 - (C) The date of expiration of coverage; and
- (D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
- (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

- (G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.
- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.
- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.
- (8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
 - (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
 - (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
 - (C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum aggregate limit of \$1,000,000.00.
- (B) Such additional requirements as are set forth in the Agreement above.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

EXHIBIT H - AMENDMENT TO ARTICLES FOR THE PROJECT ENTITLED: Ongoing Miscellaneous Professional Services RFQ-20-22-AD

Date: October 1, 2020

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. Weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.___ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to Town or For Myrus Beaux (print name of public entity)			
	(print individual's name and title)			
	for Aus Lagrana case, and (print name of entity submitting sworn statement)			
	whose business address is			
	ALPHARRITA, GA 30009			
	and (if applicable) its Federal Employer Identification Number (FEIN) is 81-265-1071 (If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:			
2.	I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violatic			

- 2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
- 5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 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.

	ent, or one or more of its officers, directors, executives, partners, are active in the management of the entity, or an affiliate of the olic entity crime subsequent to July 1, 1989.
shareholders, employees, members, or agents who entity has been charged with and convicted of a pu been a subsequent proceeding before a Hearing O	ent, or one or more of its officers, directors, executives, partners, of are active in the management of the entity, or an affiliate of the ablic entity crime subsequent to July I, 1989. However, there has fficer of the State of Florida, Division of Administrative Hearings determined that it was not in the public interest to place the entity endor list. (Attach a copy of the final order)
THE PUBLIC ENTITY IDENTIFIED IN ENTITY ONLY AND, THAT THIS FORM I YEAR IN WHICH IT IS FILED. I ALSO PUBLIC ENTITY PRIOR TO ENTERING	OF THIS FORM TO THE CONTRACTING OFFICER FOR PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC S VALID THROUGH DECEMBER 31 OF THE CALENDAR UNDERSTAND THAT I AM REQUIRED TO INFORM THE INTO A CONTRACT IN EXCESS OF THE THRESHOLD 7, FLORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM
Tarana da la Lagra	
s seven č	(Signature)
Sworn to and subscribed before me this	day of October, 2020
Personally known YES	
OR Produced Identification	Notary Public - State of CROVAIA
	Notary Public – State of Acovara My Commission expires 8-14-2021
(Type of Identification) (Printed type	dor stamped commissioned name of notary public)
	LORRAINE WYNN NOTARY PUBLIC DEKALB COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 14 2001

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

٨

Company	y Name: 🔪 <u>F</u>	IXIS INFO	ASTRUCTURE LL	<u> </u>
		D	PRESDENT	9.28.2020
	(Sign	ature)	(Title)	(Date)
STATE OF	Georgia			
COUNTY OF	Dekath	_		
The foregoing	, 20 _, by	signed and Jacob int or Type Nar		e me this <u>28</u> day of who has produced
(Type of Identific	onally know, ation and Number)	n to me as i	dentification.	
Notary Public Sig	nl Uyu gnature	N		WANT
Lorrai		<u> </u>	LORRAINE NOTARY P DEKALB COUNT	UBLIC 🖁
Printed Name of	Notary Public		MY COMMISSION EXPIR	
8-14-2	021			

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.

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY FOR THE PROJECT ENTITLED: Ongoing Miscellaneous Professional Services RFQ-20-22-AD

I, the undersigned, Take Dew Cours the Town's provider of Ongoing Miscellaneous Professional Serv	_, am an employee of <u>Axis Infrastructure, LLC</u> , vices.
This is to certify that I have been informed of the Town's policy of disclose, or share Town information in any way, except for as distance to use my best efforts to prevent and protect information, other than the intended recipient, who is required to receive said Signature	rected by the Town Manager or his/her designee. or any part thereof, from disclosure to any person

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT AXIS INFRASTRUCTURE, LLC

THIS SECOND AMENDMENT is made and entered into this ___ day of ____, 2024, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and Axis Infrastructure, LLC hereinafter referred to as "Contractor", to that certain Professional Services Agreement, dated October 1, 2020 ("Agreement") for ongoing miscellaneous professional services concerning that certain Agreement, approved by the Town Council of the Town of Fort Myers Beach on September 21, 2020.

WITNESSETH:

WHEREAS, the services provided by Contractor to date have been beneficial to the Town, and as a result, the parties desire to extend the term of the initial contract and its first amendment by the exercise of the second of two optional 1-year renewal contract periods; and

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

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

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

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

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

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

WHEREAS, Sections 287.133 and 287.135, Florida Statutes contain restrictions on local governments contracting with companies that are considered "Scrutinized Companies" or who appear on convicted vendor lists; and

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

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

- 1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.
- **2. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:
 - (a) Keep and maintain public records required by the public agency to perform the service.
 - (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
 - (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

- 3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.
- 4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.
- 5. Non-appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- 6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this

paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

Compliance/Consistency with Scrutinized Companies Provisions of Florida 7. Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Moreover, Contractor shall comply with the disclosure requirements set forth is section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of

Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

- 8. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement; and ii) agrees to waive the right to file any action, suit or proceeding in, or remove any action, suit or proceeding to, any Federal Court.
- 9. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.
- 10. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.
- 11. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports etc, which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.
- 12. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.
- 13. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency, to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.
- **14. Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:
 - A. **Duration of Agreement**. This amendment shall document the exercise of the second of two optional year renewals of the Agreement, beginning October 1, 2024, thereby extending the term of the Agreement to September 30, 2025.

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

	Contractor: Jason W. Green						
	Print Name: Jason W. Green						
	Company: Axis Infrastructure, LLC						
ATTEST:	Town of Fort Myers Beach						
Amy Baker, Town Clerk	Dan Allers, Mayor						
APPROVED AS TO FORM & SU	UFFICIENCY						
Voca I ary Firm Tarry Attarway							



March 4, 2025

Mayor Julie Wilkins City of LaBelle 481 West Hickpochee Ave. LaBelle, FL 33935

Re: Proposal for Design of the SR 80 Potable Water Main Loop

Dear Mayor Wilkins:

Thank you for the opportunity to submit our professional services proposal to assist the City of LaBelle (City) with the design associated with the State Road 80 (SR 80) Loop.

BACKGROUND

Previous hydraulic modeling efforts recommended the addition of a potable water transmission piping from Cowboy Way, northeast to Miller Avenue. More specifically, the following is proposed:

- Approximately 5,000 LF of 12-inch potable water main from Cowboy Way to Miller Avenue
- Connections to existing piping at Cowboy Way and Miller Avenue
- Gate valves for isolation along the route
- Fire Hydrants spaced at approximately 500-feet
- Stubouts for future connections (locations to be determined)

It is anticipated that the proposed pipeline will be installed via open-cut, with the exception of roadway and water crossings, including:

- Cowboy Way (including the creek southeast of Cowboy Way and through the 7-Eleven entrance)
- The potential wetlands northeast of 7-11
- James Singleton Place
- Miller Avenue

The project will create a loop that will provide redundancy for better pressure and fire flow conditions.

SCOPE OF SERVICES

Task 1 - Preliminary Services

A. Project Kickoff

Upon authorization, Tetra Tech will perform the following to proceed with project initiation:



- a. Schedule and hold a kickoff meeting with the City for the purpose of introducing team members and defining their roles and prepare and distribute minutes of the meeting.
- b. Develop and maintain a Project Management Plan (PMP) complete with team member roles, schedules, deliverable deadlines, project cash drawdown schedule, a health and safety plan and related components necessary to manage the proposed project.

B. Data Collection

Upon authorization, Tetra Tech will perform the following Data Collection services:

- a. Prepare a list of items to be provided by the City as necessary to complete the tasks described within this scope of services. Tetra Tech will reasonably rely upon the data provided by the City for project completion. Validity and accuracy of data shall be the responsibility of the COUNTY. Those items will include, but not be limited to:
 - 1) Drawing files in AutoCAD (if available, in electronic format) for existing underground utilities within the area, including all survey and design data, as may exist. The most recent improvements along the route were performed for the potable water main and force main to serve the Old Florida RV Resort.
 - 2) GIS Data for existing components where design data may not exist.
 - 3) Hydraulic Model files to assist with pipe size verification.
 - 4) As-Built drawings for past improvements along the project route which may impact the pipe installation.
 - 5) Past Geotechnical investigation and recommendations reports which may exist in the pipeline route areas.
 - 6) Permits obtained for past construction projects in the vicinity of the proposed pipeline.
 - 7) Information related to easements recorded for infrastructure proposed outside of the rights-of-way.
 - 8) Roadway improvement plans within the project vicinity.

C. Route Analysis

Upon authorization, Tetra Tech will perform the following efforts to assist in defining the project route and basis of design. Although it is anticipated that the proposed water main will be installed on the southeast side of State Road 80, within its right-of-way, with recent force main and water main additions, confirmation is needed to verify there is sufficient room for placement in this corridor:

- a. Contact Sunshine State one Call (811) in order to obtain contacts for existing utilities along the prospective routes. Contact private utility providers to determine if any private utility infrastructure exists within the project areas. As part of this task, current design drawings will be provided to private utility companies for them to mark any additions made to the infrastructure.
- b. Perform a constructability review of the potential routes considering methods of construction, available corridors, etc. along with a recommendation for placement.

<u>Preliminary Services Deliverables</u>

Kickoff Meeting minutes



- Data Request
- Summary of Data Received
- Figures displaying the proposed routes
- Findings of contact with Sunshine State One-Call

Preliminary Services Notes:

- 1. In association with preparation of this scope of services, some data has been provided by the City and we anticipate additional data may be provided.
- 2. Note although there is one (1) overall proposed route, this effort will define placement on either the southeast or northwest side of State Road 80. Although the southeast side is desired, this effort is required for verification.
- 3. Hydraulic modeling is not proposed herein. As understood Hydraulic modeling has been performed by others in order to verify pipe size and general project route.

Task 2 – Final Design and Permitting

A. Surveying & Subsurface Utility Exploration (SUE)

Once the corridor has been selected, Tetra Tech will proceed with the surveying and SUE efforts to include:

- a. Perform field surveying (on one side of State Road 80 right-of-way only) to gather information required to complete the design. Data will be collected using NAVD88 vertical datum. Data will include above- and below-ground data along the project route, including any discovery from SUE efforts or field marking of private utilities by others. Prior to performing the surveying efforts, contact will be made to Sunshine State One-Call in order to determine existing utilities along the selected route. (Note that Sunshine State One-Call will have also been collected during Task 1, however, for this effort, the goal will be to solidify data along the selected route with a goal to have field marking performed.) Surveying will consist of ½ right-of-way along the selected corridor with cross sections every 200-foot for an estimated distance of 5,000 +/- Linear Feet.
- b. Perform SUE efforts to assist with identification of underground utilities. For this effort, the following services will be provided:
 - i. Perform Quality Level-B (QLB) designating to sufficiently map the buried utilities that may conflict along the entire project length of corridor.
 - ii. Perform up to six (6) Quality Level-A (QLA) test holes to verify utility size, type, and material, where conditions allow. Test hole locations to be determined.
 - iii. Provide a summary of verified utilities with information collected while performing QLA test holes in PDF format.

B. Geotechnical Investigations

Upon authorization, Tetra Tech will proceed with the geotechnical investigations utilizing Ardaman & Associates, Inc. (a Tetra Tech company) which will include:



- a. Performing hand auger borings to a depth of 7-feet (or to a point where rock is encountered) at an interval of approximately 350-feet (up to 10 borings) for the purpose of determining the presence of rock or related unsuitable material within the construction zone.
- b. Perform (4) standard penetration tests (SPTs) to a depth of 30-feet to determine the soil conditions at:
 - Cowboy Way
 - The potential wetlands northeast of 7-11
 - James Singleton Place
 - Miller Avenue

C. Design

Upon completion of the surveying and SUE efforts, Tetra Tech will initiate design services for the following:

- Approximately 5,000 LF of 12-inch potable water main from Cowboy Way to Miller Avenue
- Gate valves for isolation along the route
- Fire Hydrants spaced at approximately 500-feet
- Stubouts for future connections (locations to be determined)

Design will result in preparation of engineering drawings and technical specifications, which will be submitted to the City for review at 60-, 90-, and 100-percent completion levels. The 60-percent submittal will generally include: drawings with survey and topographic information, all existing utility locations, all engineering drawings of the improvements in plan-view, all applicable details, draft of technical specifications and an opinion of probable construction costs. The 90-percent submittal will generally include: updated engineering drawings in plan and profile view (90% complete all disciplines), technical specifications incorporating the comments received for the City on the 60-percent submittal, and an updated opinion of costs. The 100-percent submittal will generally include: updated engineering drawings (100% complete all disciplines), technical specifications incorporating the comments received for the City on the 90-percent submittal, and an updated opinion of costs. Review meetings will be held with the City following submittal at each completion stage.

A PDF set will be provided to the City for each review. A review meeting will be held with the City following each submission. Tasks anticipated to be completed during this phase are summarized below:

- a. Utilizing electronic AutoCAD Civil 3D 2 and MS WORD files, the drawings and project manual (inclusive technical specifications) will be incorporated into Tetra Tech's electronic data base and modified to include new borders, legends and updated covers (referencing current Council members, etc.) Drawings will be prepared using 22x34-inch paper for the purpose of being able to produce true scale drawings at 11x17-inch 40-scale.
- b. The Contract final drawings shall generally include, but not be limited to the following for all improvements:

(1) General – 3 sheets



Cover Sheet
Index of Drawings and General Notes
Legend and Abbreviations
(2) Civil – 24 sheets
Key Sheet & Index Sheet
Plan/Profile for Transmission Piping (11 sheets)
Directional Drill Profiles (3 sheets)
Civil Details (3 sheets)
Soft Dig Data Sheets (6 sheets)

- c. Prepare an initial opinion of probable construction cost (OPCC) at the 60-percent completion stage along with updated OPCC's at the subsequent 90-percent and 100-percent completion stages. OPCC's will be prepared in accordance with the American Association of Cost Engineering (AACE) guidelines for the appropriate stage of design.
- d. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding (Division 2 through 16). The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design.
- e. Prepare a bid schedule for unit cost bidding of the items proposed for installation. The bid schedule will be accompanied with a Measurement and Payment section to describe the bid items.
- f. At the completion of each submittal (60-percent, 90-percent and 100-percent), submit to the City, a PDF package of drawings, technical specifications and an updated OPCCC. Following the City's review, a review meeting will be held to review City comments such that subsequent submittals will be updated to address any issues.

D. Quality Control/Quality Assurance

During design phase services, Tetra Tech will perform the following Quality Control/Quality Assurance of deliverables:

- a. Prior to submission of each design submittal (60-, 90- and 100-percent); perform review of design documents (drawings and specifications) technical calculations, constructability; conformance with engineering standards; conflicts with existing and/or proposed facilities and related factors.
- b. Perform review in accordance with Tetra Tech's Quality Assurance Program and related policies for Quality Control/Quality Assurance reviews.
- c. Provide comments to design team in both written and redlined format.

E. Permitting

Upon authorization, Tetra Tech will perform the following permitting services:

- a. Prepare and submit to the Florida Department of Environmental Protection (FDEP), an application for Constructing Potable Water System Improvements along with backup documentation.
- b. Prepare and submit Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) applications to the FDEP for stormwater control during construction.
- c. Prepare and submit an Environmental Resource Permit (ERP), if required for directional drill crossing of wetlands located north of 7-11.



- d. Prepare and submit right-of-way use permit applications to the FDOT for the utility installation within the State Road 80 right-of-way.
- e. Tetra Tech will include a request for a check from the City 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 City.
- f. Respond to all requests for additional information (RAIs) from the permitting agencies to clarify the original application(s).

Final design & Permitting Deliverables

- Survey and SUE output data
- Geotechnical Report
- Design submittals to include drawings and project manual at the 60-percent, 90-percent and 100-percent completion stages, as defined above. This will include 1 set of full sized (22x34-inch drawing sheets) along with technical specifications and an electronic copy in PDF format.
- Engineer's opinion of probable costs at the 90-percent and 100-percent completion stages
- Draft permit applications and supporting documentation
- Request for permit application fees along with backup documentation, as required
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required
- Copies of responses to RAIs
- Original permits, once received

Final Design & Permitting Notes

- 1. Based on the potential routes proposed, we do not anticipate any easements being required. If during our preliminary design efforts, the selected route does include easement(s), such services would be additional.
- 2. It is understood that front-end documents (Division 0 and 1) will be prepared by the City. As such, Tetra Tech has not included preparation of Division 0 or 1 specifications, other than sections for Summary of Work and Measurement and Payment.
- 3. Based on a database review, there does not appear to be impacts to environmental features. As such not environmental permitting services have been included within this scope of services. If wetland encroachment is necessary, additional funding for permitting and wetland mitigation efforts may be required under separate authorization.

Task 3 - Bidding

Upon authorization, Tetra Tech will perform the following Bidding related services:

- a. Provide the City an electronic copy of the bid set to include bid form, drawings and technical specifications in PDF format for incorporation with the City's bidding and contract documents for bidding purposes. The City will be responsible for distribution and logging of the bid sets to potential bidders.
- b. Attend a Pre-Bid Meeting at City Hall, followed by a site visit, if desired by the City/prospective bidders.



- c. Respond to questions and prepare addenda as required to interpret, clarify or expand the bidding documents. The City shall be responsible for distribution of addenda to all registered planholders.
- d. Receive bids from the City and assist in performing a review of the bids and ultimately, making a recommendation of award.
- e. Following completion of the bidding process, modify the technical specifications and drawings to incorporate changes made during the bidding process. Provide conformed documents in PDF format.

Bidding Deliverables

- Bidder pre-qualification statement of qualifications package
- Electronic AutoCAD, MS WORD and PDF copies of the bid set to include bid form, substitute materials form, drawings and technical specifications.
- Responses to questions in addenda format.
- Bid evaluation and recommendation of award letter.
- Copies of the Conformed Documents as defined.

Bidding Notes:

- 1. The services during bidding are proposed as supplemental. As understood, the City will prepare the advertisement, release documents to bidders, maintain the plan holders list, administer the bid opening and all other aspects of bidding required to receive bids from qualified vendors.
- 2. All project bidding fees to be paid by the City.
- 3. If the project is required to be bid more than once at no fault of Tetra Tech, additional funding may be necessary.

Task 4 - Construction Administration

Upon award of the project, Tetra Tech will assist the City with Construction Administration and shall complete the following tasks defined below. Our scope of services is based on an estimated construction period of 300 calendar days (270 days to substantial completion and 30 additional days to final completion). Construction is estimated to take no more than 180 days, with the remaining 120 days dedicated to submittal reviews, material procurement and closeout. During construction, the proposed professional services will include:

- a. Prepare for and administer one (1) Pre-Construction meeting and prepare written minutes of the meeting for distribution to attendees.
- b. Attend progress and specially scheduled meetings throughout progress of the project. Progress meetings are anticipated to be held twice per month in person at the City's office as needed to coordinate work in progress with the City and awarded contractor. It is anticipated that 18 progress meetings, followed by a site visit and associated time for preparation of meeting minutes. Tetra Tech will be responsible for preparing and distributing meeting minutes.
- c. Make site visits to the construction site at intervals appropriate to the various stages of construction to observe the progress and quality of the Work. These will be scheduled during critical points during the construction of the project and will be determined based upon the Contractor's schedule. It is anticipated that 12 site visits (2 per month during the construction period) plus office time for report preparation will be required. These site visits will be to observe



the progress and quality of the construction and its general conformance to the Contract Documents. In addition, Tetra Tech will notify the City of observed work which does not conform to the Contract Documents, make recommendations for its correction, and as authorized by the City, issue instruction to the Contractor, to carry out the corrective measures.

- d. Review Contractor proposed MOT plans and coordination efforts between adjacent construction areas.
- e. Review shop drawings and other required Contractor submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid by the Contractor through the City. It is anticipated that up to 30 shops drawings will be submitted for review.
- f. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations. Up to 10 RFIs are anticipated.
- g. Develop and process Change Orders with City's approval as required due to unforeseen conditions. Up to 4 change orders are anticipated.
- h. Review the Contractor's applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the City of the recommended payments to the Contractor. Up to 10 pay applications are anticipated.
- i. Upon written request by Contractor, conduct a substantial completion inspection of the Project to determine if Work is substantially complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the City and recommend that the City make final payment to the Contractor.
- j. Review Contractor closeout documentation (to be submitted with Final Pay Request), to include but not be limited to warranties, release of liens and related documentation as required by the City and/or funding agencies.
- k. Review the Contractor's as-built submittals monthly for adequacy and review listing of deviations from the construction permit and approved construction documents. Prepare record drawings for City's use from information provided by the Contractor delineating the location, and elevation of all facilities constructed. Provide the City with one (1) CD-ROM electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings for each construction contract. Record drawings to be based on electronic survey as-built data to be provided by the Contractor.
- I. Prepare and submit certifications and required supporting documentation to regulatory agencies having issued permits for construction.

Construction Administration Deliverables

- Meeting minutes for each meeting
- Site visit summary reports
- Copies of Shop Drawing Reviews
- Copies of RFIs
- Change Proposals
- Executed Change Orders
- Approved Pay Requests with supporting documentation
- Substantial and Final Completion Punch Lists
- Record Documents (3 printed sets and 1 electronic copy)



Copies of certifications of completion

<u>Task 5 – Construction Engineering Inspection (CEI)</u>

Upon commencing the construction phase of the project, Tetra Tech will provide construction engineering inspection (CEI) services. Our scope of services is based on an estimated construction period of 180 days. Although we anticipate the construction duration as 300 days, a portion of that time will be dedicated to submittal reviews, material procurement and closeout. As such, our CEI services are based on a construction duration of 180 days and the use of one (1) Residential Project Representative (RPR) working directly under Tetra Tech's Project Manager.

CEI services as proposed are based on full-time inspection of 40 hours per week. 180 calendar days equates to 26 weeks which further equates to 1,040 work hours. It is understood that the City will provide inspection staff to assist on a daily basis. The role of the Tetra Tech's RPR is to assist the City with the following:

- a. RPR is to assist the City in observing progress and quality of the Work while present on-site.
- b. Through such additional observations of Contractor's work in progress and field checks by the RPR, Tetra Tech shall endeavor to provide further protection for the City against defects and deficiencies in the Work. However, Tetra Tech's RPR shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Tetra Tech's RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- c. The duties and responsibilities of Tetra Tech's RPR are limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:
 - 1. General: Tetra Tech's RPR to act as Tetra Tech's agent at the Site, will act as directed by and under the supervision of Tetra Tech, and will confer with Tetra Tech regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Tetra Tech and Contractor, keeping the City advised as necessary. Tetra Tech's RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with the City with the knowledge of and under the direction of Tetra Tech.

2. Liaison:

- Serve as Tetra Tech's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- Assist Tetra Tech in serving as the City's liaison with Contractor when Contractor's operations affect the City's on-site operations.
- Assist in obtaining from the City additional details or information, when required for proper execution of the Work.



- d. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Tetra Tech. Transmit to Contractor in writing decisions as issued by Tetra Tech.
- e. Review of Work and Rejection of Defective Work:
 - Conduct on-site observations of Contractor's work in progress to assist Tetra Tech in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Tetra Tech whenever RPR believes that any part of Contractor's work in progress will
 not produce a completed Project that conforms generally to the Contract Documents or will
 prejudice the integrity of the design concept of the completed Project as a functioning whole as
 indicated in the Contract Documents, or has been damaged, or does not meet the requirements
 of any inspection, test or approval required to be made; and advise Tetra Tech of that part of
 work in progress that the RPR believes should be corrected or rejected or should be uncovered
 for observation, or requires special testing, inspection or approval.

f. Inspections and Tests:

- Consult with Tetra Tech's Project Manager in advance of scheduled major inspections, tests, and important phases of the Work.
- Verify that tests are conducted in the presence of appropriate City's personnel, and that Contractor maintains adequate records thereof.
- Observe, record, and report to Tetra Tech's Project Manager appropriate details relative to the test procedures.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Tetra Tech's Project Manager.

g. Records:

- Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- Prepare a daily report or keep a diary or log book, recording hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Tetra Tech's Project Manager.
- Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials.
- Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all CEI related project documentation to Tetra Tech's Project Manager.

h. Reports

- Furnish to Tetra Tech's Project Manager and the City copies of all inspection and test reports.
- Report immediately to Tetra Tech's Project Manager the occurrence of any Site accidents, any
 Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and
 property damaged by fire or other causes.
- i. Payment Requests: Review Draft Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Tetra Tech's



Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

j. Completion:

- Before Tetra Tech issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- Participate in a final inspection in the company of Tetra Tech's professional staff, the City, and Contractor and prepare a final list of items to be completed or corrected.
- Observe whether all items on final list have been completed or corrected and make recommendations to Tetra Tech's Project Manager concerning acceptance and issuance of the Notice of Acceptability of the Work.

k. CEI staff members shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "City approved or equal" items).
- Exceed limitations of Tetra Tech's authority as set forth in the Agreement or the Contract Documents.
- Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the City or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Tetra Tech.
- Accept Shop Drawing or Sample submittals from anyone other than Contractor.

Deliverables

- Red-line Drawing Markups
- Daily Reports
- Correspondence related to CEI services



COMPENSATION

Compensation for the professional services will be based on time and materials at a not to exceed fee of \$480,028 as summarized in the table below and displayed in Exhibit A.

Took Number	Took Title	Amount of	Basis of Compensation LS or NTE
Task Number	Task Title	Compensation	LSUINIE
1	Preliminary Services	\$18,860	NTE
2	Final Design & Permitting	\$207,368	NTE
3	Bid Assistance	\$16,980	NTE
4	Construction Administration	\$88,600	NTE
5	Construction Engineering Inspection (CEI)	\$140,400	NTE
	Reimbursable Expenses	\$8,000	NTE
TOTAL		\$480,028	NTE

SCHEDULE

Tasks have an estimated project duration of 750 days from notice to proceed, which is broken down as follows:

Task Number	Task Title	Number of Calendar Days For Completion of Each Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed
1	Preliminary Services	60	60
2	Final Design & Permitting	270	330
3	Bid Assistance	60	390
4	Construction Administration	360*	750
		300(Concurrently	
5	Construction Engineering Inspection (CEI)	with Construction)	750

* Although construction is anticipated to be completed within 300 calendar days, an additional 60 days is included for closeout, record drawing preparation and regulatory certification. Should the project be delayed for any reason at no fault to the Engineer, updates to the individual billing rates to account for raises, promotions and/or new employees may be necessary. Rates will not be updated without written approval from the City.

TERMS AND CONDITIONS

Terms and Conditions of this work shall be in accordance with Professional Master Service Agreement between the City of LaBelle and Tetra Tech dated October 10, 2024.



CLOSING

Sincerely,

We look forward to working with the City on this important project. If you accept this Scope of Services and wish to proceed, please sign in the space indicated on the following page and return a copy in electronic format for our files. Please feel free to contact me at 239-438-2108 if you have any questions regarding this proposal or require any further information.

Danny Nelson, PE Vice President			
IN WITNESS WHEREO agents as of the date	•	ve executed this Agreement b	y their duly authorized
AUTHORIZATION BY:			
TETRA TECH, INC.		CITY OF LABELLE, F	LORIDA
Signature	Date	Signature	Date
Daniel Nelson, PE			
Name (printed)		Name (printed)	
Vice President			
Title		Title	

The Drice Droposal					Labo	Plan		Price Summar	Section 6, Item J.				
™ Price Proposal		8 Resources								Task Pricing Totals			480,028
SR 80 Water Main Loop	Bill Rate >	320.00	240.00	110.00	150.00	190.00	130.00	135.00	240.00	1			·
SK 80 Water Main Loop													
											To	tal Duias	400.000
Design, permitting, bidding & professional services during construction											10	tal Price	480,028
Submitted to: City of LaBelle													
										∥ Pr	ricing by R	esourc	۵
		g e	2			-		Project			icing by it	Courc	
		Charge	lage	ة ي		neel	₩.	n Pro	m				
Contract Type: T&M	L	Ë	Project Manager	Construction Administrato	3	Project Engineer	Engineer	Construction Rep 2					Task Pricing
	Total	Principal in	ject	nstru minis	Engineer	ject	ngir	ıstru 12	Scientist				9
	Labor Hrs	Prir	Pro	Cor Adr	Eng	Pro	Sr E	Cons Rep	Sr 9	Labor	Subs	ODCs	Totals
Project Phases / Tasks	2,758	40	257	146	540	183	512	1,040	40	422,870	49,158	8,000	480,028
Task 1 - Preliminary Services	115	4	15	5	35	12	44	-	-	18,680	-	-	18,680
Project Kickoff	9	2	3	1	3					1,920			1,920
Data Collection	20		4	4	8		4			3,120			3,120
Route Analysis	86	2	8		24	12	40			13,640			13,640
Task 2 - Final Design & Permitting	980	28	89	64	272	119	368	-	40	158,210	49,158	-	207,368
Survey & Subsurface Utility Exploration	42	-	4	2	14	-	22	-	-	6,140	37,161	-	43,301
Route Survey	27		2	1	8		16			3,870	25,235		29,105
SUE Services	15		2	1	6		6			2,270	11,926		14,196
Geotechnical Investigations	8		2		2		4			1,300	11,997		13,297
Design	744	4	72	32	214	102	320	-	-	115,160	-	-	115,160
Drawings	586	4	48	-	144	74	316	-	-	89,540	-	-	89,540
General Sheets (3)	36		4		8		24			5,280			5,280
Civil Sheets (Low Complexity - 10 sheets)	168		12		40	24	92			25,400			25,400
Civil Sheets (High Complexity - 14 sheets) Opinions of Cost (60-, 90- and 100-percent)	382 28	4	32		96 16	50 8	200			58,860			58,860 4,880
Technical Specifications	80		8	24	32	16				12,400			12,400
Bid Schedule & Measurement & Payment	22		2	Δ	12	4				3,480			3,480
Submittal & Review Meetings w City (3)	28		10	4	10	7	4			4,860			4,860
Quality Control/Quality Assurance Reviews	28	24	4		20		•			8,640			8,640
Permitting	158	-	7	30	42	17	22	-	40		-	_	26,970
FDEP PWS Application	16		-	4	6	2	4			2,240			2,240
FDEP NOI & SWP3 Application	9			2	4	1	2			1,270			1,270
ERP for Water Crossing	68		2	4	12	6	4		40	13,980			13,980
FDOT Right-of-Way Application	19		1	4	8	2	4			2,780			2,780
Responses to RAIs	46		4	16	12	6	8			6,700			6,700
Task 3 - Bidding	103	2	15	22	28	24	12	-	-	16,980	-	-	16,980
Finalize & Provide Bid Docs to City	9		1	4			4			1,200			1,200
Pre-Bid Meeting	9		4	1	4					1,670			1,670
Addenda Assistance	42	2	8	4	16	4	8			7,200			7,200
Bid Review & Recommendation of Award	6		1	1	4					950			950
Conformed Documents	37		1	12	4	20				5,960			5,960
Task 4 - Construction Administration	520	6	138	55	205	28	88	-	-	88,600	-	-	88,600
Pre-Construction Meeting	7		3	1	3					1,280			1,280
Progress Meetings (18 total)	68	4	48	16						14,560			14,560
Site Visits During Construction (12 total)	98		30	8	60					17,080			17,080
Review of Contractor MOT	7		2	1	4	20				1,190			1,190
Shop Drawings (est. 30) Requests for Information (10)	100	2	10	8	60 20	20	10			16,720			16,720
Process Change Orders (4)	50 28		8	4	12	8	10			8,180 4,240			8,180 4,240
Frocess Change Orders (4)	28		4	4	12		٥			4,240			4,240

Pay Application Review (est 10)	28		12	4	12					5,120			
Substantial Completion Walkthrough/Punchlist	14		6	2	6					2,560			Section 6, Item J.
Final Completion Walkthrough	9		4	1	4					1,670			1,670
Closeout Documentation	16		4	4	4		4			2,520			2,520
Record Drawings	86		6		16		64			12,160			12,160
Regulatory Certifications	9		1	2	4		2			1,320			1,320
Task 5 - Construction Engineering Inspection	1,040	-		-		-	-	1,040	-	140,400	-	-	140,400
Field Inspection Services	1,040							1,040		140,400			140,400
Reimbursable Expenses	-	-	•	-	-	-	-	-	-	-	-	8,000	8,000
Expenses	-											8,000	8,000
Totals	2,758	40	257	146	540	183	512	1,040	40	422,870	49,158	8,000	480,028

February 26, 2025 Proposal No. 25-416

Tetra Tech 10600 Chevrolet Way, suite 102 Estero, FL 33913

Attention: Danny Nelson, P.E.

Via E-mail: <u>danny.nelson@tetratech.com</u>

SUBJECT: Proposal for Preliminary Geotechnical Engineering Services

Proposed City of LaBelle new water main

LaBelle, Hendry County, Florida

Dear Mr. Nelson:

Ardaman & Associates, Inc. (Ardaman) is pleased to submit this proposal to Tetra Tech for geotechnical engineering services related to a preliminary subsurface soil exploration for the proposed project.

PROJECT DESCRIPTION AND LOCATION

We understand that **Tetra Tech** is involved with the design of approx. 5000 LF of new water main for the city of LaBelle and that preliminary information about the subsurface soil conditions is needed for your design. Considering this project is at an early stage, we prepared this proposal based on the proposed floorplan you supplied. Project information was provided by Mr. Danny Nelson with **Tetra Tech** in an email transmitted on February 20, 2025.

The project site consists of utility alignments generally located east of SR 80 starting near the intersection with E Cowboy Way, then north along the east side of SR 80 for approximately 5000 LF and ending near the intersection with Miller Ave. in LaBelle, Hendry County, Florida.

PRE-EXPLORATION TASKS

Prior to beginning our field operations, Ardaman will perform the following tasks:

- Review all available information provided by you.
- Review historical aerial photographs and/or previously conducted studies within the adjacent areas, if available.
- Develop a preliminary test location plan.
- Perform field reconnaissance of the site and layout of exploration elements in accordance with the preliminary test location map, when possible.
- Obtain your approval of the preliminary test location plan.
- Layout the proposed test locations in the field.

Page No. 2

- Submit utility tickets to Sunshine State One-Call Center (SSOCC) in general accordance with the Underground Facility Damage Prevention and Safety Act. Florida Statute 240, Sections 556.101 through 556.111 established a statewide service, whereby persons or companies who plan to excavate the earth may advise the SSOCC of the location, date, and other operation particulars, to allow affected utility companies the opportunity to mark the location of their buried lines, prior to excavation. This service will require a lead time of between two and three business days, and it needs to be completed before commencement of our drilling operations.
- Coordinate boring locations with utility companies for potential conflicts. <u>Additionally, when applicable, we will need to receive from you the contact information of personnel in charge of and/or present at the project site, so we can timely and safely coordinate our field operations.</u>

FIELD EXPLORATION

Ardaman will perform four (4) Standard Penetration Test (SPT) borings to a planned depth of 30 feet and 10 auger borings to a planned depth of 7 feet or refusal for the proposed new water main. Auger borings will be hand auger or power augers. It is anticipated that casing will be needed to maintain the boreholes open during our drilling operations. The cost for casing has been added to this proposal.

The SPT borings will be drilled using a procedure consistent with the one outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals thereafter. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief. Water level observations will be made in the boreholes during the drilling operation. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required.

Hand augers will be drilled by advancing a 3-inch diameter hand bucket auger with a cutting head into the ground. The bucket auger is retrieved at approximately 6-inch intervals and its contents emptied for inspection. The boring is terminated at the planned depth or at refusal. Refusal happens when the presence of underground materials that prevent further advancement of the auger. Power auger borings will be drilled using a rotary drill rig with a continuous flight, helical auger with a cutting head at its end. These borings will be drilled to a depth of 7 feet. The samples will be recovered by withdrawing the auger out of the ground without rotation. Water level observations in the boreholes will be logged during the drilling operation. The obtained soils will be described, and representative samples will be put in bags or jars and will be returned to the laboratory for classification and testing, if necessary.

Ardaman will use a handheld Global Positioning System (GPS) device and aerial images to mark in the field and perform the field tests/borings, which is typically accurate to \pm 20 feet, depending on field conditions. We recommend that the project surveyor locate our borings horizontally and vertically (i.e., determine the elevation of the ground surface at the boring locations). This effort can be done prior to our field operations, if needed. This information will increase the accuracy of the data obtained. We assume that the surveyor will be retained by the client to provide these services.

This proposal was prepared under the assumption that the subject site is accessible with our truck-mounted drilling equipment.

LABORATORY PROGRAM

In addition, routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines, Atterberg limits, and organic content tests).

ENGINEERING REPORT

Engineering and technical support services will also be required to analyze the data and to prepare an engineering report. This report will present the results of our findings and provide you with preliminary recommendations for site preparation. The report will be digitally signed and sealed and an electronic version will be provided in Adobe pdf format.

ESTIMATED FEES

Based on our knowledge of the project to-date, we estimate our total fees to be \$ 11,997. The attached Fee Estimate has a breakdown of our fees. If initial findings indicate that additional services are necessary, then we will contact you for authorization. Hard copies of the report can be provided for a cost of \$50.00 per report plus express courier service costs if requested.

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions: (1) the proposed number of borings and the boring depths will be adequate, (2) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (3) Ardaman will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call, (4) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, (5) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential.

This proposal is offered for an acceptance period of 90 days following its submittal to you. After this time, the proposed costs may be subject to change. At your request, after the acceptance period has elapsed, we will re-evaluate our proposal, and reissue it reflecting changes in work scope and cost, if necessary.

CLOSURE

If this proposal meets with your approval, please provide an Intercompany Subcontract Agreement (ISA) to our office as your authorization to proceed.

We appreciate the opportunity to offer our services to your project and look forward to working with you. Should you have any questions regarding this proposal, please do not hesitate to contact this office.

Very truly yours,

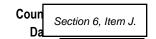
ARDAMAN & ASSOCIATES, INC.

Amir A. Baksh Staff Engineer Ivan F. Sokolic, P.E. Senior Engineer/Branch Manager

Ardaman Proposal No. 25-416

Project Name: City of LaBelle, New Water Main

Client: Tetra Tech



Fee Schedule Unit Rate Sub-Total Item Quantity **Engineering and/or Technical Support Man-Hours** 2.00 Principal Engineer Hour \$265.00 \$530.00 Staff Engineer Hour \$107.00 12.00 \$1,284.00 Senior Engineering Technician Hour \$94.00 4.00 \$376.00 Technical Draftsperson II Hour \$88.00 3.00 \$264.00 **Engineering Technician** \$75.00 4.00 Hour \$300.00 **Technical Secretary** Hour \$74.00 2.00 \$148.00 Technical Draftsperson I Hour \$60.00 3.00 \$180.00 Engineering Man-Hours - Sub-Total: \$3,082.00 Pay Items 1.0 MOBILIZATION 1.2b Mob./Demobilization Truck-Mounted Drill Rig (Sites between 25 and 50 miles from Office) Each \$650.20 1 \$650.20 1.5c Support Vehicle (Sites between 25 and 50 miles from Office) Day \$290.00 2 \$580.00 2.0 STANDARD DRILLING 2.1 Auger Borings - Truck-Mounted Drill Rig or Hand Auger Borings ft \$15.50 70 \$1,085.00 2.3 Standard Penetration Test (SPT) Borings (ASTM D-1586) in Soil (N-Values <50) - Truck-Mounted Drill Rig 2.3.1 SPT from surface to 25 feet - Truck-Mounted Drill Rig ft \$23.30 100 \$2.330.00 2.3.2 SPT from 25 to 50 feet - Truck-Mounted Drill Rig ft \$25.90 20 \$518.00 2.3.3 SPT from 50 to 100 feet - Truck-Mounted Drill Rig ft \$29.00 0 \$0.00 4.0 OTHER DRILLING RELATED CHARGES 4 4.1 Clearing (minor), Difficult Access, Moving Between Holes, and/or Set-up Crew Hr \$280.00 \$1,120.00 4.2 Grouting and Sealing (plus cement) Crew Hr \$300.00 4 \$1,200.00 4.5 Cement - 47 lbs. Bag \$15.90 12 \$190.80 9.0 SOIL CLASSIFICATION LABORATORY TESTS 4 9.1 Moisture Content (ASTM D-2216) Each \$22.00 \$88.00 9.2 Organic Content (ASTM D 2974) Each \$47.00 5 \$235.00 9.4 Sieve Analysis (ASTM D-421, D-422) Each \$70.00 3 \$210.00 9.5 Percent Fines (ASTM D-1140) Each \$50.00 8 \$400.00 9.8 Atterberg Limits (ASTM D-4318) \$154.00 \$308.00 Set Pay Items - Sub-Total: \$8,915.00 **Total Estimated Fees:** \$11,997.00



Corporate Office 2161 Fowler Street Suite 100 Fort Myers, FL 33901

239-332-4569 800-226-4569 www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

February 21, 2025

Steven Agapi, P.E.
Project Manager
Tetra Tech
10600 Chevrolet Way, Suite 102, Estero, FL 33928
Steven.Agapi@tetratech.com

Dear Mr. Agapi,

RE: State Road 80 water line

SURVEY SCOPE OF SERVICE

- Establish Site Control, Horizontal Datum will be based on the NAD83 State Plane Coordinates (2011 adj), Vertical Datum will be based on the North American Vertical Datum of 1988 (NAVD88). Unless otherwise specified.
- Perform Topographic Survey along SR80 for roughly +/- 1 mile, beginning on the Southerly end of
 Fort Denaud Rd and ending on the northerly side of Miller Ave., collection will encompass from
 Easterly Right of Way to approximate centerline of SR80, locating all above ground improvements.
 Topographic data will be collected using one or more of the following methods, Conventional, GPS
 RTK, or Terrestrial/Mobile Scanning based on site conditions.
- Recover Right of Way/Property monumentation along collection route, along with researching deeds, plats, and right of way maps to verify Right of Way location.
- Provide digital files in AutoCAD format with Survey Report, no hard copy maps will be produced under this cost estimate.

Cost of Survey Services: \$22,941.00

SUE SCOPE OF SERVICE

Perform Quality Level-B (QLB) designating to sufficiently map the buried utilities that may conflict
with approximately (5,000) linear feet of proposed water main along the easterly side of SR 80
starting at the southerly side of E Cowboy Way and going north to Miller Ave.

- Perform up to six (6) Quality Level-A (QLA) test holes to verify utility size, type, and material, where conditions allow. The test hole locations are to be determined by Tetra Tech.
- Perform sufficient survey services to collect the QLA and QLB data and provide an AutoCAD Civil
 3D .DWG file depicting the information on the state plane coordinate system. No hard copy maps will be produced under this estimate.
- Provide a summary of verified utilities with information collected while performing QLA test holes in PDF format.

Cost of QLB Services: \$6,946.00 Cost of QLA Services: \$3,896.00

Total Cost of SUE Services: \$10,842.00

Total Cost of Survey & SUE Services: \$33,783.00



Thank you for the opportunity to provide these professional services. If there are any questions, please do not hesitate to contact the undersigned.

We look forward to working with you now and in the future.

Sincerely,

Jesse Warner

SUE/Survey Project Manager AIM Engineering & Surveying, Inc.

Office: 239.284.1913 Cell: 239.910.1657 jwarner@aimengr.com



November 26, 2024

Mayor Julie Wilkins City of LaBelle 481 West Hickpochee Ave. LaBelle, FL 33935

Re: Proposal for Construction Administration and Construction Engineering Inspection (CEI)
Services Associated with Helms Road Water Main

Dear Mayor Wilkins:

Thank you for the opportunity to submit our professional services proposal to assist the City of LaBelle (City) with the bidding, construction administration and construction engineering inspection (CEI) associated with the Helms Road Watermain Extension.

BACKGROUND

Four Waters Engineering has completed the design and permitting for the Helms Road Watermain Extension which consists of installation of the following:

- 13,560 linear feet (LF) of 12-inch Polyvinyl Chloride (PVC) watermain installed via open-cut
- 400 LF of 12-inch PVC DR-14 watermain installed via open-cut installation
- 2 LF of 10-inch PVC DR-18 watermain installed via open-cut installation
- (28) fire hydrants
- (28) 12-inch vertical gate valves
- (1) 10-inch vertical gate valve
- Connections to the existing watermains (at State Road (SR) 80 and SR 29)
- (8) stubouts for future connections

The project will create a loop along Helms Road that will provide redundancy for better pressure and fire flow conditions. Along with the watermain, the project will include the restoration/reconstruction of any impacted sidewalks, driveways, roadway, and grassed areas of the rights-of-way.

SCOPE OF SERVICES

The City has requested Tetra Tech's assistance to provide bidding, construction administration and CEI services for the above-described project. This scope of services is based on a construction period of 270 days to substantial completion and an additional 30 days (300 total) to final completion. Throughout the implementation of this project, Four Waters Engineering will remain as the Engineer of Record and will be required to answer project design questions as such.

Task 1 – Bid Assistance

Upon authorization, Tetra Tech will assist the City will the following:



- a. Obtain CAD files and Word documents of the drawings and technical specifications from the City.
- b. Attend a Pre-Bid Meeting at City Hall, followed by a site visit, if desired by the City/prospective bidders.
- c. Respond to questions and prepare addenda as required to interpret, clarify or expand the bidding documents. The City shall be responsible for distribution of addenda to all registered planholders.
- d. Receive bids from the City and assist in performing a review of the bids and ultimately, making a recommendation of award.
- Following completion of the bidding process, modify the technical specifications and drawings to incorporate changes made during the bidding process. Provide conformed documents in PDF format.

Notes:

- 1. The services during bidding are proposed as supplemental. As understood, the City will prepare the advertisement, release documents to bidders, maintain the plan holders list, administer the bid opening and all other aspects of bidding required to receive bids from qualified vendors.
- 2. All project bidding fees to be paid by the City.
- 3. Tetra Tech will assist the City in addressing bidder questions through preparation of addenda. If questions arise from bidders that are directly related to or may impact the design, then the City may need to engage Four Waters Engineering to address such items, as the Engineer of Record.
- 4. Tetra Tech will prepare the conformed documents incorporating any changes made during the bidding process. Any signed/sealed documents required will need to be performed by Four Waters Engineering as the Engineer of Record.

Task 2 - Construction Administration

Upon award of the project, Tetra Tech will assist the City with Construction Administration and shall complete the following tasks defined below. Our scope of services is based on an estimated construction period of 300 calendar days (270 days to substantial completion and 30 additional days to final completion).

- a. Prepare for and administer one (1) Pre-Construction meeting and prepare written minutes of the meeting for distribution to attendees.
- b. Attend progress and specially scheduled meetings throughout progress of the project. Progress meetings are anticipated to be held monthly in person at the City's office as needed to coordinate work in progress with the City and awarded contractor. It is anticipated that 10 progress meetings, followed by a site visit and associated time for preparation of meeting minutes. Tetra Tech will be responsible for preparing and distributing meeting minutes.
- c. Make site visits to the construction site at intervals appropriate to the various stages of construction to observe the progress and quality of the Work. These will be scheduled during critical points during the construction of the project and will be determined based upon the Contractor's schedule. It is anticipated that 18 site visits (2 per month) plus office time for report preparation will be required. These site visits will be to observe the progress and quality of the construction and its general conformance to the Contract Documents. In addition, Tetra Tech will notify the City of observed work which does not conform to the Contract Documents, make recommendations for its correction,



and as authorized by the City, issue instruction to the Contractor, to carry out the corrective measures.

- d. Review Contractor proposed MOT plans and coordination efforts between adjacent construction areas.
- e. Review shop drawings and other required Contractor submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid by the Contractor through the City. It is anticipated that up to 30 shops drawings will be submitted for review.
- f. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations with Four Waters' input as the EOR. Up to 10 RFIs are anticipated.
- g. Develop and process Change Orders with City's and Four Waters' input and approval as required due to unforeseen conditions. Up to 4 change orders are anticipated.
- h. Review the Contractor's applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the City of the recommended payments to the Contractor. Up to 10 pay applications are anticipated.
- i. Upon written request by Contractor, conduct a substantial completion inspection of the Project to determine if Work is substantially complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the City and recommend that the City make final payment to the Contractor.
- j. Review Contractor closeout documentation (to be submitted with Final Pay Request), to include but not be limited to warranties, release of liens and related documentation as required by the City and/or funding agencies.
- k. Review the Contractor's as-built submittals monthly for adequacy and review listing of deviations from the construction permit and approved construction documents. Prepare record drawings for City's use from information provided by the Contractor delineating the location, and elevation of all facilities constructed. Provide the City with one (1) CD-ROM electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings for each construction contract. Record drawings to be based on electronic survey as-built data to be provided by the Contractor.
- I. Prepare and submit certifications and required supporting documentation to regulatory agencies having issued permits for construction.

<u>Deliverables</u>

- Meeting minutes for each meeting
- Site visit summary reports
- Copies of Shop Drawing Reviews
- Copies of RFIs
- Change Proposals
- Executed Change Orders
- Approved Pay Requests with supporting documentation
- Substantial and Final Completion Punch Lists
- Record Documents (3 printed sets and 1 electronic copy)
- Copies of certifications of completion



Notes:

During construction, questions may arise which could require modifications to construction. In
the event that such change may impact the intent or integrity of the design, the City may need to
consult with Four Waters Engineering to address such items, as the Engineer of Record. Tetra Tech
will act as the City's representative and administrator during construction, however any changes
to the original intent of the design will require Four Waters Engineering input and will not be
finalized by Tetra Tech without said input.

Task 3 – Construction Engineering Inspection (CEI)

Upon commencing the construction phase of the project, Tetra Tech will provide construction engineering inspection (CEI) services. Our scope of services is based on an estimated construction period of 300 calendar days (270 days to substantial completion and 30 additional days to final completion) and the use of one (1) Residential Project Representative (RPR) working directly under Tetra Tech's Project Manager.

CEI services as proposed are based on full-time inspection of 40 hours per week. 300 calendar days equates to 43 weeks which further equates to 1,720 work hours. It is understood that the City will provide inspection staff to assist on a daily basis. The role of the Tetra Tech's RPR is to assist the City with the following:

- a. RPR is to assist the City in observing progress and quality of the Work while present on-site.
- b. Through such additional observations of Contractor's work in progress and field checks by the RPR, Tetra Tech shall endeavor to provide further protection for the City against defects and deficiencies in the Work. However, Tetra Tech's RPR shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Tetra Tech's RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- c. The duties and responsibilities of Tetra Tech's RPR are limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:
 - 1. General: Tetra Tech's RPR to act as Tetra Tech's agent at the Site, will act as directed by and under the supervision of Tetra Tech, and will confer with Tetra Tech regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Tetra Tech and Contractor, keeping the City advised as necessary. Tetra Tech's RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with the City with the knowledge of and under the direction of Tetra Tech.

2. Liaison:

- Serve as Tetra Tech's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- Assist Tetra Tech in serving as the City's liaison with Contractor when Contractor's operations affect the City's on-site operations.



- Assist in obtaining from the City additional details or information, when required for proper execution of the Work.
- d. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Tetra Tech. Transmit to Contractor in writing decisions as issued by Tetra Tech.
- e. Review of Work and Rejection of Defective Work:
 - Conduct on-site observations of Contractor's work in progress to assist Tetra Tech in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Tetra Tech whenever RPR believes that any part of Contractor's work in progress will
 not produce a completed Project that conforms generally to the Contract Documents or will
 prejudice the integrity of the design concept of the completed Project as a functioning whole as
 indicated in the Contract Documents, or has been damaged, or does not meet the requirements
 of any inspection, test or approval required to be made; and advise Tetra Tech of that part of work
 in progress that the RPR believes should be corrected or rejected or should be uncovered for
 observation, or requires special testing, inspection or approval.

f. Inspections and Tests:

- Consult with Tetra Tech's Project Manager in advance of scheduled major inspections, tests, and important phases of the Work.
- Verify that tests are conducted in the presence of appropriate City's personnel, and that Contractor maintains adequate records thereof.
- Observe, record, and report to Tetra Tech's Project Manager appropriate details relative to the test procedures.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Tetra Tech's Project Manager.

g. Records:

- Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- Prepare a daily report or keep a diary or log book, recording hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Tetra Tech's Project Manager.
- Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials.
- Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all CEI related project documentation to Tetra Tech's Project Manager.

h. Reports

- Furnish to Tetra Tech's Project Manager and the City copies of all inspection and test reports.
- Report immediately to Tetra Tech's Project Manager the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.



- i. Payment Requests: Review Draft Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Tetra Tech's Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- j. Completion:
 - Before Tetra Tech issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - Participate in a final inspection in the company of Tetra Tech's professional staff, the City, and Contractor and prepare a final list of items to be completed or corrected.
 - Observe whether all items on final list have been completed or corrected and make recommendations to Tetra Tech's Project Manager concerning acceptance and issuance of the Notice of Acceptability of the Work.
- k. CEI staff members shall not:
 - Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "City approved or equal" items).
 - Exceed limitations of Tetra Tech's authority as set forth in the Agreement or the Contract Documents.
 - Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 - Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the City or Contractor.
 - Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Tetra Tech.
 - Accept Shop Drawing or Sample submittals from anyone other than Contractor.

Deliverables

- Red-line Drawing Markups
- Daily Reports
- Correspondence related to CEI services

COMPENSATION

Compensation for the professional services will be based on time and materials at a not to exceed fee of \$349,715 as summarized in the table below and displayed in Exhibit A.



Task Number	Task Title	Amount of Compensation	Basis of Compensation LS or NTE
1	Bid Assistance	\$16,655	NTE
2	Construction Administration	\$92,360	NTE
3	Construction Engineering Inspection (CEI)	\$232,200	NTE
	Reimbursable Expenses	\$8,500	NTE
TOTAL		\$349,715	NTE

SCHEDULE

Tasks have an estimated project duration of 420 days from notice to proceed, which is broken down as follows:

Task Number	Task Title	Number of Calendar Days For Completion of Each Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed
1	Bid Assistance	60	60
2	Construction Administration	360*	420
	Construction Engineering	300(Concurrently	
3	Inspection (CEI)	with Construction)	360

* Although construction is anticipated to be completed within 300 calendar days, an additional 60 days is included for closeout, record drawing preparation and regulatory certification. Should the project be delayed for any reason at no fault to the Engineer, updates to the individual billing rates to account for raises, promotions and/or new employees may be necessary. Rates will not be updated without written approval from the City.

TERMS AND CONDITIONS

Terms and Conditions of this work shall be in accordance with Professional Master Service Agreement between the City of LaBelle and Tetra Tech dated October 10, 2024.

CLOSING

We look forward to working with the City on this important project. If you accept this Scope of Services and wish to proceed, please sign in the space indicated on the following page and return a copy in electronic format for our files. Please feel free to contact me at 239-438-2108 if you have any questions regarding this proposal or require any further information.

Sincerely,



Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:			
TETRA TECH, INC.		CITY OF LABELLE, F	LORIDA
Signature	Date	Signature	Date
Daniel Nelson, PE			
Name (printed)		Name (printed)	
Vice President			
Title		Title	

™ Exhibit A				La	bor Pla	an	Price Summa	Section 6, Item I			
EXIIIDIL A				7	Resource	:S	Task F	349,715			
Helms Road Water Main	Bill Rate >	320.00	240.00	110.00	135.00	190.00	130.00	135.00			Í
rieilis Road Water Walli											
										Total Price	349,715
Submitted to: City of LaBelle										Total File	349,713
Submitted to: City of Labelle									Duiain	a by Doo	
		υ	2			н		ect	Pricin	g by Res	ource
		Principal in Charge	Project Manager	ر آن		Project Engineer	н	Construction Project Rep 2			
Contract Type: T&M		l in (Man	Construction Administrator	r 2	Engi	Engineer 1	ction			Took Drising
	Total	cipa	ect l	stru ninis	Engineer 2	ect	ngin	stru 2			Task Pricing
	Labor Hrs	Prin	Proj	Con Adn	Engi	Proj	Sr E	Constr Rep 2	Labor	ODCs	Totals
Project Phases / Tasks	2,378	12	172	77	259	42	96	1,720	341,215	8,500	349,715
Task 4 - Bidding	102	2	17	22	29	24	8	-	16,655	-	16,655
Pre-Bid Meeting	11		5	1	5				1,985		1,985
Addenda Assistance	42	2	8	4	16	4	8		6,960		6,960
Bid Review & Recommendation of Award	7		2	1	4				1,130		1,130
Conformed Documents	42		2	16	4	20			6,580		6,580
Task 5 - Construction Administration	556	10	155	55	230	18	88	-	92,360	-	92,360
Pre-Construction Meeting	9		4	1	4				1,610		1,610
Progress Meetings (10 total)	70	6	48	16					15,200		15,200
Site Visits During Construction (18 total)	120		32	8	80				19,360		19,360
Review of Contractor MOT	7		2	1	4				1,130		1,130
Shop Drawings (est. 30)	102	4	20	8	60	10			16,960		16,960
Requests for Information (10)	50		8	4	20	8	10		7,880		7,880
Process Change Orders (4)	28		4	4	12		8		4,060		4,060
Pay Application Review (est 10)	36		16	4	16				6,440		6,440
Substantial Completion Walkthrough/Punchlist	14		6	2	6				2,470		2,470
Final Completion Walkthrough	9		4	1	4				1,610		1,610
Closeout Documentation	16		4	4	4		4		2,460		2,460
Record Drawings	86		6		16		64		11,920		11,920
FDEP Certification	9		1	2	4		2		1,260		1,260
Task 6 - Construction Engineering Inspection	1,720	-	-	_	-	-	-	1,720	232,200	-	232,200
Field Inspection Services	1,720							1,720	232,200		232,200
Task 11 - Reimbursable Expenses	-	-	-	_	-	-	-	-	-	8,500	8,500
Expenses	-		·							8,500	8,500
To	otals 2,378	12	172	77	259	42	96	1,720	341,215	8,500	349,715



City of LaBelle Board of Commissioners Agenda Request

To: Honorable Mayor and City Commission

Prepared By: Zane Mungillo

Date of Meeting: 4/10/2025

Date Submitted: 3/31/2025

Title of Agenda Item: City Dock Recommendations

Agenda Location: Non Public Hearing- for consideration

Report in brief: Budget for additional water and power slips, Disallow fishing from

the dock, Add internet and security cameras (if possible), Raise the

dockage rate, Add a day rate, and Utilize the dockwa platform

better.

Staff Comments: See attached

Fiscal Impact: \$10,000- 15,000 for the water and power. Unknown for cameras.

Increases revenue for the rate changes

Recommended Actions: provide guidance for moving forward

City Dock Recommendations:

The dock brought in around \$11,000 the first 12 months and around \$12,300 the second 12 months Budget for additional water and power slips

Currently the finger docks to the east do not have water or power, these slips are rarely rented as most boaters decide to look somewhere else when they learn of this. The "finger style" docks seem to be requested by boater until they learn there is no water or power.

Disallow fishing from the dock.

This is standard practice for most marinas and rented slips. Aside from the bridge noise that we cannot control, this is probably the top complaint I receive. No one wants a hook catching their dock lines or a fishing weight hitting their hull.

Add internet and security cameras (if possible)

Probably the second complaint I hear is the lack of security or "wish you had Wi-Fi". Security cameras would not only deter theft, deter unscrupulous boaters viewing this particular dock as an opportunity, and allow law enforcement to potentially recover stolen items but also make the dock not only more appealing but reduce the amount of time a dockmaster would have to go down there.

And to help pay for it

Raise the dockage rate.

For the last two years the rate has been \$30 a night. In that time our cost to use the dockwa platform has increased by over 80% and our water rates (which is included in the \$30) have increased.

Add a day rate.

Have a smaller fee for boaters not requiring water or power and just would like to stop in for a couple hours and maybe get lunch or go shopping but can't stay. Or would like better parking for downtown events.

Finally...

Utilize the dockwa platform better

The dockwa platform allows for several ways to attract more boaters during slow times or special events including deal offers, follow-up emails and advertise events. None of which are being done. The platform also offers a way to manually input reservations from cash or check paying customers. We are currently not doing this either. I "budget" 2-3 hours a week for the dock as I cannot neglect my primary duties.



CITY OF LABELLE, FLORIDA Staff Report for Tortilla Plant Tree Removal Permit

<u>TYPE OF CASE:</u> Tree Removal Permit Requiring City Commission Approval

STAFF REVIEWER: Patty Kulak

DATE: April 10, 2025

APPLICANT: Lincoln Heartland LLC

REQUEST: Removal of five (5) significant live oak trees totaling 68 inches DBH

from the subject property located at 485 E Lincoln Ave to support the development of a Tortilla Manufacturing Plant, with on-site

mitigation in accordance with LDC Section 4-80.

LOCATION: 485 E. Lincoln Avenue

PROPERTY SIZE: 7.01+/- acres

STAFF NARRATIVE:

The applicant is proposing to develop a Tortilla Manufacturing Plant on the subject property located at 485 East Lincoln Avenue and, in conjunction with site development, has submitted a request for a tree removal permit to remove five (5) significant Live Oak trees. These trees include three along the rear of the site measuring approximately 12 inches DBH each, one located along the southern property boundary at 1.2 feet DBH, and one at the front of the property along South Elm Street measuring 1.5 feet DBH. Due to the constraints of site layout, including building placement, parking, site access, and required stormwater systems, removal of these trees is necessary for the project to move forward.

To offset the loss of the significant trees, the applicant is proposing on-site mitigation consisting of the planting of 59 Live Oak trees. Each proposed mitigated tree will meet or exceed the minimum requirements outlined in LDC Section 4-80, including a height of ten (10) feet, a minimum spread of four (4) feet, and a four (4) inch caliper at the time of planting. The proposed number and size of replacement trees will total 234 inches based on the minimum required caliper of 4", which will far exceed the required 68 inches of replacement DBH resulting from the removals.

The LDC provisions relating to the protection of significant oak trees allow for removal subject to replanting requirements as specified in LDC Section 4-80.16.5:

"The replacement Live Oak tree must be at minimum: ten (10) feet in height, contain a four (4) foot spread, and have four (4) inch caliper, DBH, at time of planting. All significant oak tree(s) approved for removal shall be replaced on a DBH inch for DBH inch basis."

Staff finds the request consistent with the LDC, subject to replanting on-site a total of 59 Live Oak trees, a total minimum replanting of 234 inches, meeting the minimum planting specifications outlined in LDC Section 4-80.16.5.6.

SUGGESTED MOTION(S)

APPROVAL:

I make a motion to approve the proposed tree removal permit, subject to the replanting of 59 Live Oak Trees on-site, meeting the minimum size specifications of the Land Development Code.

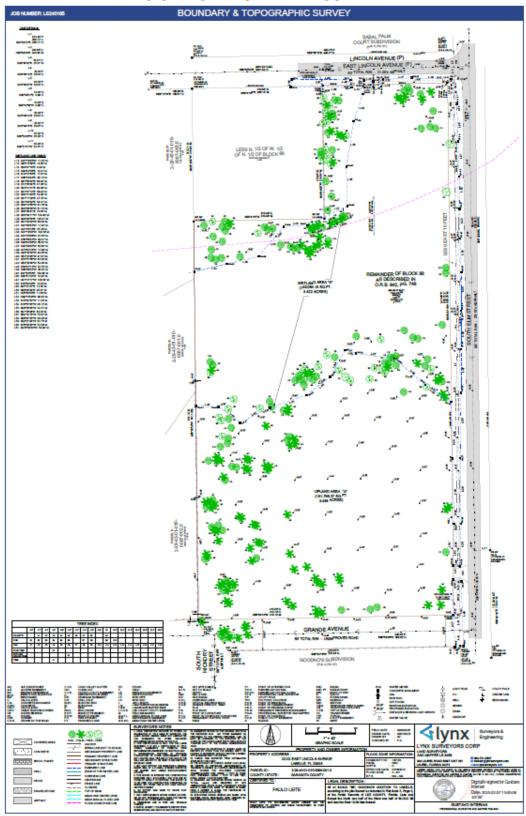
DENIAL:

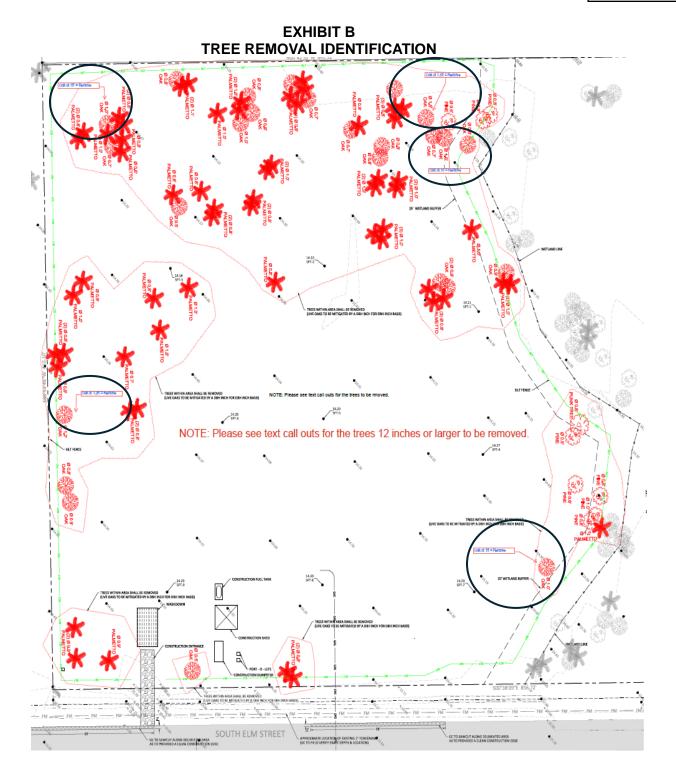
I make a motion to deny the proposed tree removal permit.

The request does not meet the intent of the Comprehensive Plan and Land Development Code.

1) Why?

EXHIBIT A SIGNIFICANT OAK TREE SURVEY





Tree Removal Application (A)



DATE RECEIVED:	
APPLICATION #	
CUSTOMER #	
INVOICE #:	
SUPERINTENDANT APPROVED: Y / N	
COMMISSION APPROVAL DATE:	

ase select one:		
☐ Single Family (1 Site) Administrative ☐	Commercial / All Other Admin	istrative
☐ Single Family (1 Site) Public Hearing ☐	Commercial / All Other Public	Hearing
APPLICANT: Lincoln Heartland LLC		
(As Shown on Deed o	r Articles of Incorporation)	
Name of Person Applying: Rodolfo Gamez		· · · · · · · · · · · · · · · · · · ·
Mailing Address: 4040 Oak Haven Dr		
City: Labelle	State: FL	_{Zip:} 33935
Email: gamesrolofo@gmail.com	Phone: 863 - 605	-7077
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name:	ARY):	
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address:	ARY):	
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address: City:	ARY): State:	Zip:
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address:	ARY): State:	Zip:
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address: City:	ARY): State: Phone:	Zip:
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name:	ARY): State: Phone:	Zip:
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address: City: Email: 3. SPECIFIC LOCATION OF SUBJECT PROPE Address/Location: 485 East Lincoln Ave	ARY): State:Phone: RTY AFFECTED BY THIS AP	Zip:PLICATION:
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address: City: Email: 3. SPECIFIC LOCATION OF SUBJECT PROPE Address/Location: 485 East Lincoln Ave City: Labelle	State: Phone: State: Fl State:	Zip:PLICATION:
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address: City: Email: 3. SPECIFIC LOCATION OF SUBJECT PROPE Address/Location: 485 East Lincoln Ave	State: Phone: State: Fl State:	Zip:PLICATION:
Owners Name: Mailing Address: City: Email: 3. SPECIFIC LOCATION OF SUBJECT PROPE Address/Location: 485 East Lincoln Ave City: Labelle Tax Parcel I. D. #: 22-94-30-1010-0088-001	State: Phone: State: Fl State:	Zip:PLICATION:
PROVIDE A SEPARATE SHEET IF NECESSA Owners Name: Mailing Address: City: Email: 3. SPECIFIC LOCATION OF SUBJECT PROPE Address/Location: 485 East Lincoln Ave City: Labelle	State: Phone: State: Fl State:	Zip:PLICATION:

5. PLEASE PROVIDE THE FOLLOWING ITEMS TO:

MWills@citylabelle.com and KimBarselou@citylabelle.com or City Hall, 481 West Hickpochee Avenue, LaBelle, FL 33975

A. Completed Tree Removal Application Form

B. Affidavit of Ownership (Notarized)

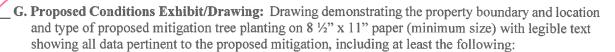
C. Agent Authorization (Notarized): The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

D. Proof of Ownership: A copy of the tax bill or a printout from the Property Appraisers office is required with a legal description.

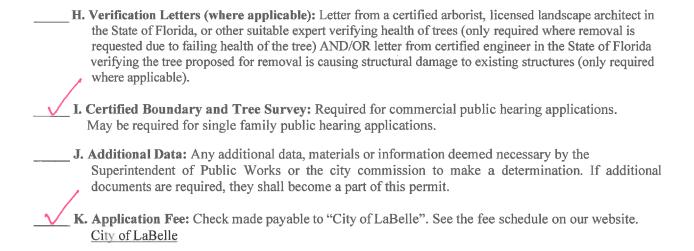
E. Narrative & Mitigation Statement: Written narrative explaining the existing conditions (number, location, species and size of existing significant oak trees); why the significant oak trees prevent reasonable development of the property; what alternatives have been considered by the applicant; description of method of tree removal or relocation (where applicable); and description of mitigation plan (number, location, species and size of oak trees proposed for planting), and details of off-site mitigation planting location (where applicable).

F. Existing Conditions Exhibit/Drawing: Drawing demonstrating the property boundary and location and type of significant oak tree(s) proposed for removal on 8 ½" x 11" paper (minimum size) with legible text showing all data pertinent to the application including the following:

- 1. Date of drawing
- 2. Scale
- 3. North arrow
- 4. Name of person or firm preparing the plan
- 5. Property boundary
- 6. Trees proposed for removal, size and name of species
- 7. Existing physical improvements including but not limited to existing building, access points, driveways, parking areas, easements (utility, drainage, electric).



- 1. Date of drawing
- 2. Scale
- 3. North arrow
- 4. Name of person or firm preparing the plan
- 5. Property boundary
- 6. Trees proposed for removal, size and name of species
- 7. Existing physical improvements including but not limited to existing building, access points, driveways, parking areas, easements (utility, drainage, electric).



ATTENTION:

This application must be completed (please type or legibly print) and submitted, with all requirements herein, to the Superintendent of Public Works, at City Hall 481 W. Hickpochee Ave., LaBelle, FL 33975 or via email to: mwills@citylabelle.com and kimbarselou@citylabelle.com. This application must be signed by the owner or the designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit in a form approved by the City of LaBelle is required from the owner of the property. The agent affidavit must be completely filled out and submitted with this application. If the property is in multiple ownerships, then all owners or their designated agent(s) must sign this application. All owners of property that will be affected by this application must either sign this application or fill out an agent affidavit.

The applicant is fully responsible for researching and knowing any and all laws which may be applicable and affect the outcome of any decision on the applicant's request. The City of LaBelle assumes no responsibility or liability relating to the failure of research and know all applicable laws including, but not limited to, state, federal and city laws, codes land development regulations or the adopted comprehensive plan. The city strongly recommends that all applicants consider consulting an attorney regarding their application.

Other Permits: Copies of all necessary state and federal permits must be submitted prior to the commencement of construction work on the site. The City of LaBelle is not responsible for determining applicable State and Federal permits.

PUPLIC HEARING APPLICATION - CITY COMMISSION ACTION:

If this application cannot be approved by administrative review, by the Superintendent of Public Works or their assignees, it will be forwarded to the City Planner to go before the city commission through the Public Hearing process for review. This process can take approximately two to three months from start to finish. The applicant will be responsible for all expenses for advertisements and outside consultants.

Inst. Number: 201826008426 Book: 942 Page: 748 Date: 8/6/2018 Time: 2:47:56 PM Page 1 of 2

Doc Deed: 1925.0000 Barbara Butler Clerk of Courts, Hendry County, Florida

Section 7, Item B.

Inst:201826008426 Date:8/6/2018 Time:2:47 PM
Doc Stamp-Deed:1925.0000
_____DC,Barbara S. Butler,Hendry County Page 1 of 2 8:942 P:748

THIS INSTRUMENT PREPARED BY AND RETURN TO:
CYNTHIA M. PERMENTER
CALOOSA TITLE INSURANCE AGENCY, INC.
152 NORTH BRIDGE STREET
LABELLE, FLORIDA 33935
Property Appraisers Parcel Identification (Folio) Number: 2-29-43-01-010-0088-001.0

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 3rd day of August, 2018 by Dan R. Henthorne, whose post office address is 1560 Osprey Avenue, Naples, FL 34102 herein called the grantor, to Lincoln Heartland LLC, a Florida Limited Liability Company, whose post office address is 4040 Oak Haven Drive, LaBelle, FL 33935, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in HENDRY County, State of Florida, viz.:

All of Block 88, GOODNO'S ADDITION TO LABELLE, according to the plat thereof recorded in Plat Book 3, Page 3, Public Records of Lee County, Florida, lying and being in Hendry County, Florida. LESS AND EXCEPT the North one-half of the West one-half of the North one-half of Block 88 and LESS the East 10.00 feet thereof.

Subject to easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.

Subject property is not the homestead property of the Grantor named herein.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

Inst. Number: 201826008426 Book: 942 Page: 749 Date: 8/6/2018 Time: 2:47:56 PM Page 2 of 2 Doc Deed: 1925.0000 Barbara Butler Clerk of Courts, Hendry County, Florida

Section 7, Item B.

Inst:201826008426 Date:8/6/2018 Time:2:47 PM Doc Stamp-Deed:1925.0000 DC,Barbara S. Butler,Hendry County Page 2 of 2 B:942 P:749

Dan R. Henthorne

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presenc

tness #1 Signature

Printed Nar

Witness #2 Signature

Witness #2 Printed Name

STATE OF FLORIDA COUNTY OF HENDRY

The foregoing instrument was acknowledged before me this tay of August, 2018 by Dan R. Henthorne who is personally known to me or has produced FL Drivers Licence as identification.

Notary Public

Printed Notary Name My Commission Expires:

SEAL

Notary Public State of Florida Pamela C King My Commission GG 039328 Expires 10/17/2020

Hendry County Property Appraiser	PROPERTY APPRAISAL INFOR	RMATION 2024		2024 0 21192 2125
	WNER ID: LINCOLN HEARTLAND LLC 13562 4040 OAK HAVEN DR LABELLE, FL 33935	TAX AREA: 10 *31182*	IMPROVEMENT VALUE LAND MARKET TOTAL MARKET VALUE	Section 7, Item B.
		ACRES: 7.0100 APPR VAL METHOD: Cost	AG VALUE PRODUCTIVITY LOSS	=
29 43 01 010 0088-001.0 Map ID: 2-9	DBA:	SOH %: 0.00	ASSESSED VALUE	= 55,70
29 43 01 010 0088-001.0 Map ID: 2-9 ITUS 485 E LINCOLN AVE LABELLE, FL 33935	557.1.	NSOH 54 %: 0.00	EXEMPTION VALUE	=
		NSOH 55 %: 100.00	TAXABLE VALUE	= 55,70
GENERAL	SKETCH INFORMA	TION	EXEMPTIONS	
ITILITIES LAST APPR. JC OPOGRAGPHY LAST APPR. YR 2020 OAD ACCESS LAST INSP. DATE ONING LB-I-2 NEXT INSP. DATE			PICTURE	
PRIMARY USE 4000 # OF IMPRV NEXT REASON				
REMARKS				
XIII U XXX				
BUILDING PERMITS				
SSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VA	L			
SALES INFORMATION				
BALE DT PRICE GRANTOR DEED INFO 08/03/2018 275,000 HENTHORNE DAN R WD / 0942 / 0748 01/17/2014 25,000 SYNOVUS BANK SW / 0872 / 1619 10/11/2010 100 KENTON INDUSTRIES ICT / 0825 / 0031				
8/03/2018 275,000 HENTHORNE DAN R WD / 0942 / 0748 1/17/2014 25,000 SYNOVUS BANK SW / 0872 / 1619 0/11/2010 100 KENTON INDUSTRIES ICT / 0825 / 0031	MENT VALUATION LIVING AREA: APPR/SQFT:	SALE/SQFT: B-USE:	IMPROVEMENT FFATURES	
08/03/2018 275,000 HENTHORNE DAN R WD / 0942 / 0748 01/17/2014 25,000 SYNOVUS BANK SW / 0872 / 1619 0/11/2010 100 KENTON INDUSTRIES ICT / 0825 / 0031 REGION: SUBD: NBHD SUBSET: IMPROVE	MENT VALUATION LIVING AREA: APPR/SQFT: PRICE UNITS BUILT EFF YR COND VALUE DEPR PHYS ECON	FUNC COMP ADJ ADJ VALUE	IMPROVEMENT FEATURES UNITS CODE DESCRIPTION	UNITS CODE
8/03/2018 275,000 HENTHORNE DAN R WD / 0942 / 0748 1/17/2014 25,000 SYNOVUS BANK SW / 0872 / 1619 0/11/2010 100 KENTON INDUSTRIES CT / 0825 / 0031 1/2010 SUBD: NBHD SUBSET: IMPROVE 1/2010 SHAPE MTHD CLASS/SUB Quality LF LENGTH WIDTH AREA UNIT	PRICE UNITS BUILT EFF YR COND VALUE DEPR PHYS ECON	FUNC COMP ADJ ADJ VALUE DESCRIPTION	UNITS CODE DESCRIPTION	UNITS CODE
18/03/2018 275,000 HENTHORNE DAN R WD / 0942 / 0748 17/17/2014 25,000 SYNOVUS BANK SW / 0872 / 1619 17/10/10 100 KENTON INDUSTRIES CT / 0825 / 0031 18/20/10/2010 SUBD: NBHD SUBSET: IMPROVE 18/20/2010 MTHD CLASS/SUB Quality LF LENGTH WIDTH AREA UNIT 18/20/2010 AREGION: SUBD: 204000.01 (100% NBHD: 204000.00 (120% SUBSET: 18/20/2010 EGGION: SUBD: 204000.01 (100% NBHD: 204000.00 (120% SUBSET: 20 20 20 20 20 20 20	PRICE UNITS BUILT EFF YR COND VALUE DEPR PHYS ECON LAND VALUATION IRR Wells: Capacity: I METH UNITS UNIT PRICE GROSS VAL AG	FUNC COMP ADJ ADJ VALUE DESCRIPTION IRR Acres: Oil Wells: DJ LAND ADJ SRC MKT VAL AG ACRES AG USE	UNITS CODE DESCRIPTION PRODUCTIVITY VALUATION	AG UNIT PRC AG VAL
8/03/2018 275,000 HENTHORNE DAN R WD / 0942 / 0748 1/17/2014 25,000 SYNOVUS BANK SW / 0872 / 1619 0/11/2010 100 KENTON INDUSTRIES ICT / 0825 / 0031 EGION: SUBD: NBHD SUBSET: IMPROVE # TYPE SHAPE MTHD CLASS/SUB Quality LF LENGTH WIDTH AREA UNIT AREA UNIT SUBSET: WIDTH AREA UNIT WIDTH AREA UNIT SUBSET: WIDTH WIDTH AREA UNIT SUBSET: WIDTH WIDTH WIDTH AREA UNIT SUBSET: WIDTH W	PRICE UNITS BUILT EFF YR COND VALUE DEPR PHYS ECON LAND VALUATION IRR Wells: Capacity: I	FUNC COMP ADJ ADJ VALUE DESCRIPTION DESCRIPTION DESCRIPTION AG ACRES AG USE 13 1.20 A 77,257	UNITS CODE DESCRIPTION PRODUCTIVITY VALUATION	
S/03/2018 275,000 HENTHORNE DAN R WD / 0942 / 0748 1/17/2014 25,000 SYNOVUS BANK SW / 0872 / 1619 0/11/2010 100 KENTON INDUSTRIES CT / 0825 / 0031 EGION:	LAND VALUATION IRR Wells: Capacity: I METH UNITS UNIT PRICE GROSS VAL AB SQMTX 170320.00 SQ 3.00 510,960 0.1	FUNC COMP ADJ ADJ VALUE DESCRIPTION DESCRIPTION DESCRIPTION AG ACRES AG USE 13 1.20 A 77,257	UNITS CODE DESCRIPTION PRODUCTIVITY VALUATION	AG UNIT PRC AG VAL 0.00
275,000	LAND VALUATION IRR Wells: Capacity: I	DESCRIPTION	UNITS CODE DESCRIPTION PRODUCTIVITY VALUATION	AG UNIT PRC AG VAI 0.00

Live Oak Tree Removal Narrative:

Existing Conditions

Number of Trees | Species | Size

1. 5 Oak Trees 12inches in diameter or larger.

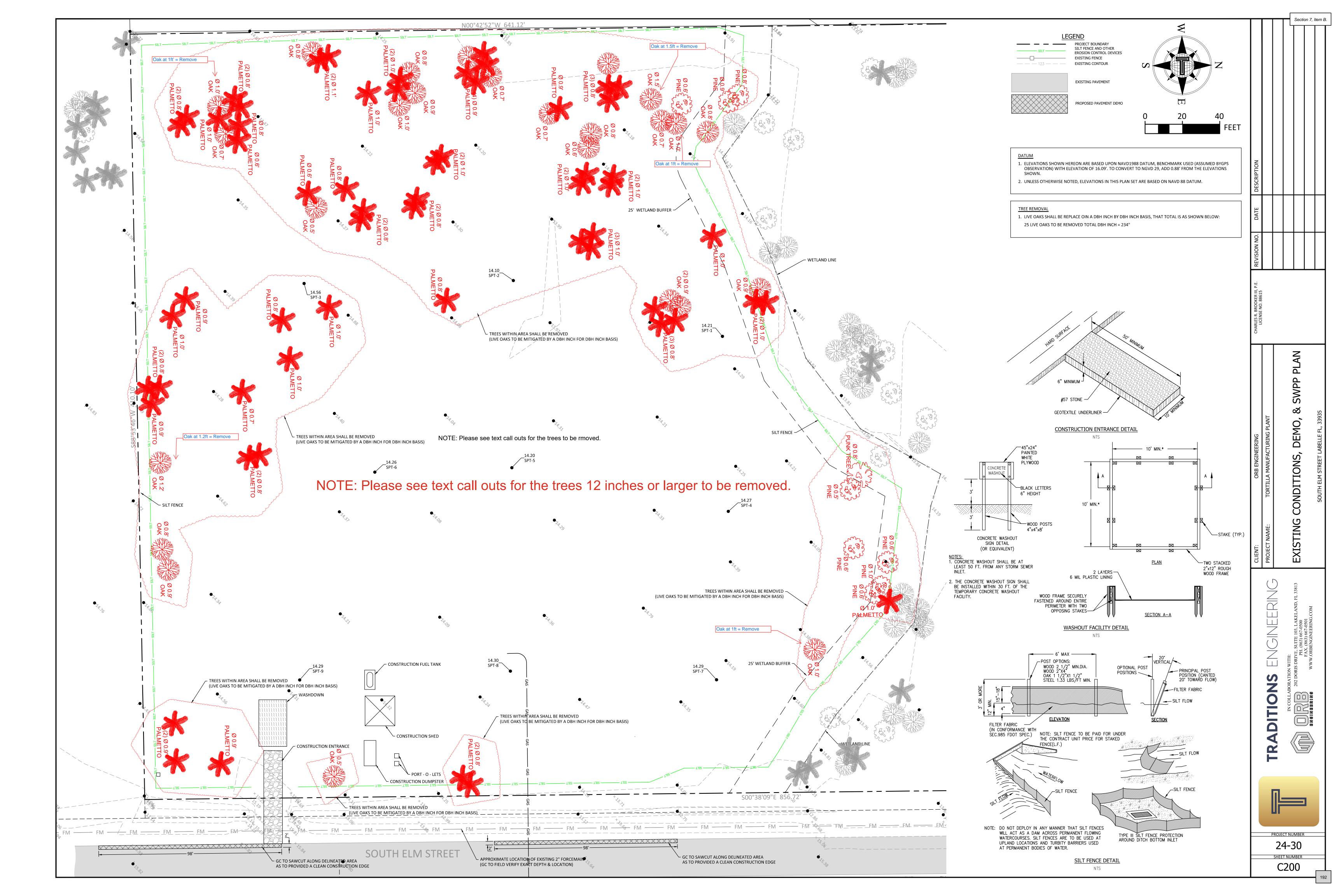
Given the topography and site design such as building location, parking, building access and stormwater systems, the removal of these trees is a necessity for the project to move forward.

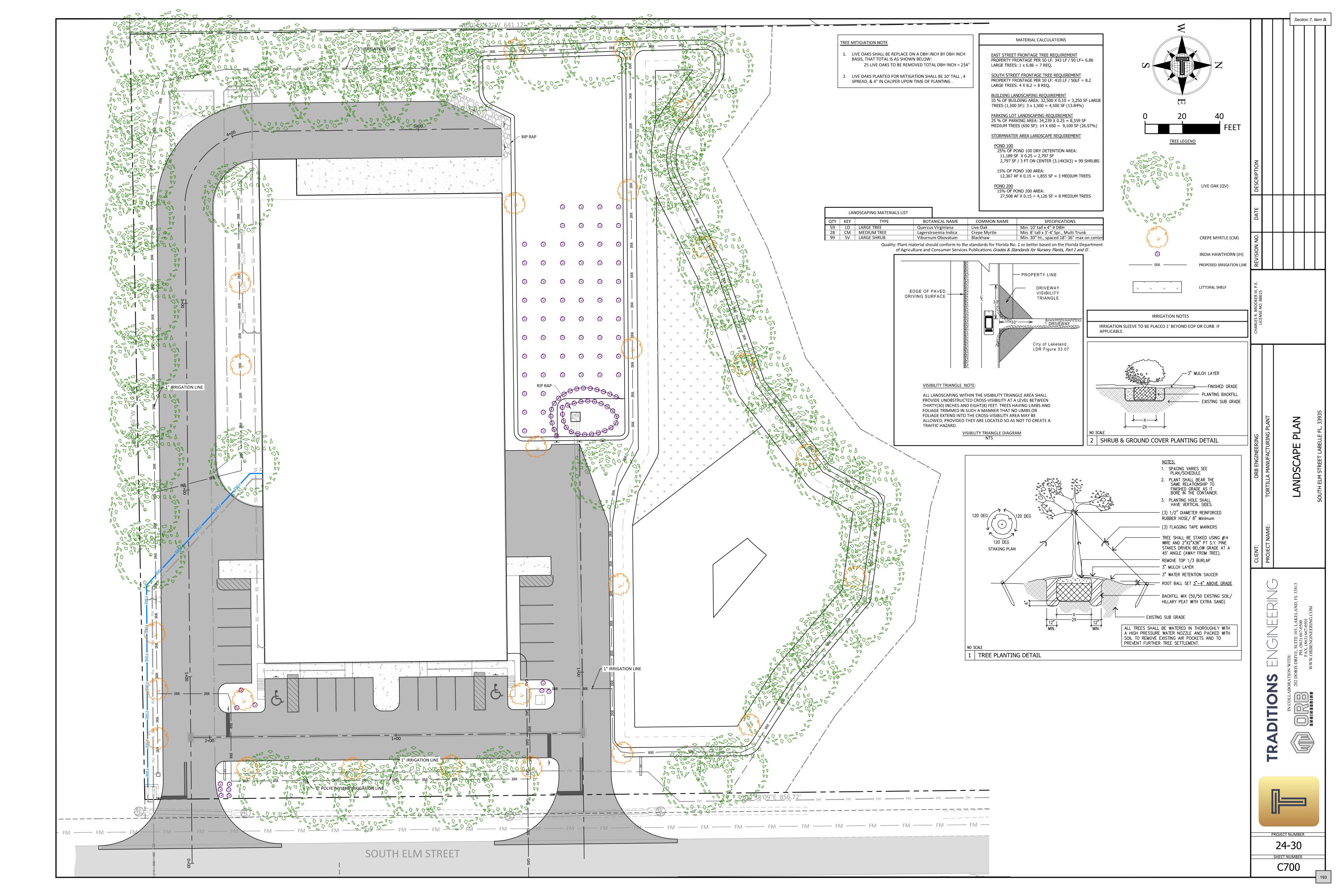
The only alternative would be to drastically reduce the project size, making the future goal of a Tortilla Plant not feasible in any sense.

To remove these trees a licensed landscaping or construction professional will cut and clear them from the premises.

To mitigate the loss of these trees, a plan has been put forth to add an additional 59 Live Oak Trees at a minimum of 10ft tall with a four-foot spread and 4inch caliper. The majority of trees will serve as a perimeter buffer while a few others will be planted in the interior of the site.

Please see the Tree Demo Plans and the "Text Call outs" for the specific trees to be removed.





From: Lilly Davenport
To: Julie Wilkins

Cc: April Aguilar; Tia Warner; Mitch Wills

Subject: Port LaBelle - Recommendations for water usage fee

Subject: Port LaBelle - Recommendations for water usage
Date: Wednesday, April 2, 2025 1:46:26 PM
Attachments: Revenue Port LaBelle Water fees 03.2025.xlsx

Julie,

Hi. Please see attached analysis with a summary of the available options. The City assessed Port LaBelle the Outside City Limit rate of \$5.80 per gal in Sep 2024. Since Port LaBelle does not have a separate meter, we did not charge a metered rate. Fixed water meter rates are higher for larger meters due to the higher potential water demand which require a more robust water system (to accommodate the increased flow capacity) and add to higher infrastructure costs.

Rates increased 50% since the last bill. Options are listed below and on the attached. Routinely selling water at a discounted rate (by excluding a meter fee) is not a recommended best practice, especially with the current state of City facilities. If Port LaBelle were to continue purchasing water from the City and threatening the City's ability to remain within allowed limits, an agreement for fixed rate is recommended. If it is a one-off (annual) purchase and the City wants to retain good will, charging the variable rate (outside of City limits) should be adequate to cover direct costs. For now, my recommendation would be option 2.

I hope this is helpful. Please call if you have any questions.

Fee options

Option 1 Variable rate only - Inside Limits (6.96/1000 gals) 20% increase over prior charge

Variable rate only - Outside City Rate (\$8.70/1000

gals)) 50% increase over prior charge Variable rate + agreed upon fixed rate (Outside City

Ontion 2 limits)

Option 3 limits)

Lilly Davenport Finance Director City of LaBelle 481 W Hickpochee Ave, PO Box 580 Labelle, FL 33935

Option 2*

Phone: 863-675-2872 Ex 226

Cell: 561-301-2857

Email: LDavenport@citylabelle.com



CITY OF LABELLE

Port LaBelle invoice 05.2025

Amount billed on 9/30/2024

Usage	299,655
Usage Rate per 1000 gals	\$ 5.80
Invoice amount	\$ 1,738.00

NOTE: Port LaBelle has a shared meter. Therefore, no fixed metered rate was charged.

					IV
Current rates	Variable rate	5/8 X 3/4"	METER	1" METER	
Inside City Limits					
Meter - Fixed rate		\$	54	\$	134
Usage Rate per 1000 gals	\$ 7				
Outside City Limits (includes a 25% up	charge)				
Meter - Fixed rate		\$	67	\$	168
Usage Rate per 1000 gals	\$ 9				

Fee options

Option 1	Variable rate only - Inside Limits (6.96/1000 gals)
Option 2*	Variable rate only - Outside City Rate (\$8.70/1000 gals))
Option 3	Variable rate + agreed upon fixed rate (Outside City limits)

IONTHLY FIXED RATE BASED ON METER SIZE

1 1/2"	METER	2" METER	3" METER	4" METER	6" METER
\$	268	\$ 429	\$ 805	\$ 1,342	\$ 2,683
\$	335	\$ 537	\$ 1,006	\$ 1,677	\$ 3,354

20% increase over prior charge 50% increase over prior charge