City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
MEETING AGENDA

April 20, 2022
9:00 a.m.

If you plan to address the City Council, please complete a "Public Comment Card" located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 4:00 p.m. on April 19, 2022.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

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1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Zoning and Land Use Items:

    A. (First Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS CONSIDERING A REQUEST TO REZONE APPROXIMATELY TWENTY (20) ACRES FROM RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO RESIDENTIAL PLANNED DEVELOPMENT

(RPD) FOR 200 DWELLING UNITS, AND TO REQUEST FOUR (4) DEVIATIONS; LOCATED AT 12585 EAST TERRY STREET, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-04-062)

9. Proclamations and Presentations:

   A. Proclamation declaring April 29, 2022, as Arbor Day in the City of Bonita Springs.

   B. Receive presentation from Lee County and approve Amendment to Interlocal Agreement to provide an additional vehicle for the Lee Tran North/South on-demand bus service. (Green Sheet No. 22-04-057)

   C. Presentation of overview of FGCU – Fairwinds HOA Pond Project. (Corrie; Green Sheet No. 22-04-061)

   D. Presentation by Capitol Strategies on the 2022 Session of the Florida Legislature. (Green Sheet No. 22-04-060)

10. Consent Agenda:

   A. Adopt Resolution providing for the adoption of the 2022 Joint Local Mitigation Strategy Plan. (Green Sheet No. 22-04-055)

   B. Approve contract renewals for CrowderGulf Disaster Recovery and Debris Management for debris removal services and with Thompson Consulting Services to provide disaster debris removal monitoring for an additional term of one year. (Green Sheet No. 22-04-059)

   C. Approve the proposed Grace Classical Academy's drainage swale as pursuant to Land Development Code (LDC) Sec. 3-327. (Green Sheet No. 22-04-064)

   D. Adopt a resolution approving a budget transfer to fund a Cost-of-Living Adjustment for City Staff. (Green Sheet No. 22-04-063)

   - Opportunity for City Council comments on Consent Agenda

11. Mayor and Council Member Items:

   A. Provide direction to staff regarding LDC amendment recommendations from the Tree Advisory Board. (Steinmeyer; Green Sheet No. 22-04-058)

   B. Discussion of incorporation of raised crosswalks along W. Terry Street. (Gibson; Green Sheet No. 22-04-066)

12. City Attorney's Items:

13. City Manager's Items:

    A. Adopt Resolution to award contract and approve budget transfer to fund the Skate Park and Pump Track project RFB 21-01 to the lowest responsive bidder, New Line Skateparks FL, Inc. (Green Sheet No. 22-04-056)

    B. Presentation and review of the February Financial Report. (Green Sheet No. 22-04-065)

14. Mayor and Council Member Reports

15. Approval of the Minutes:

    A. April 6, 2022 City Council Workshop Minutes

    B. April 6, 2022 City Council Meeting Minutes

16. Public Comment

17. Adjournment

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-062
April 20, 2022

REQUESTED MOTION: (First Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS CONSIDERING A REQUEST TO REZONE APPROXIMATELY TWENTY (20) ACRES FROM RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) FOR 200 DWELLING UNITS, AND TO REQUEST FOUR (4) DEVIATIONS; LOCATED AT 12585 EAST TERRY STREET, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mike Fiigon II, Senior Planner

AGENDA: First Reading and Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND: Pursuant to Bonita Springs Zoning Ordinance 08-08, this property was rezoned from Mobile Home (MH-2) to a Residential Planned Development (RPD) for 200 multi-family dwelling units. The project, while approved, was never developed and the master concept plan (MCP) has expired. As such, this request proposes a new master concept plan with new and updated submittal documentation. This is not an amendment to the previous approval.

This request proposes 200 "muti-family detached" units and four (4) deviations.

The Applicant worked closely with Staff to provide sufficient documentation for review and consideration. The Applicant held three (3) neighborhood information meetings, which is above the code requirement for two (2) meetings.

The case is scheduled to be heard by the City of Bonita Springs Zoning Board on April 19, 2022. Staff will be available in-person at the April 20th Council meeting to provide an update on the outcome of the Zoning Board hearing.

STAFF RECOMMENDATION: Move to Second Reading

ATTACHMENTS:

1. Draft Ordinance
2. Staff Report
3. Exhibit A: Legal Description and Boundary Survey
4. Exhibit B: Proposed Master Concept Plan

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 22 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS CONSIDERING A REQUEST TO REZONE APPROXIMATELY TWENTY (20) ACRES FROM RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) FOR 200 DWELLING UNITS, AND TO REQUEST FOUR (4) DEVIATIONS; LOCATED AT 12585 EAST TERRY STREET, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Soltura Development Group, LLC has filed an application to rezone 20+/- acres from Residential Planned Development (RPD) to Residential Planned Development (RPD) for 200 dwelling units, and to request four (4) deviations; and

WHEREAS, the subject property is located at 12585 E. Terry St. Bonita Springs, Florida, STRAP number 30-47-26-B3-00001.2010; and is described more particularly as:

See Exhibit "A"

WHEREAS, a Public Hearing was advertised and heard on April 19, 2022 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board"), who gave full consideration to the evidence available and recommended approval (X-X) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk; and

WHEREAS, the case was presented for First Reading for the City Council at their April 20, 2022, meeting; and

WHEREAS, City Council at their May 4, 2022, meeting considered the record of the Zoning Board on Case PD21-84737-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone the property from Residential Planned Development (RPD) zoning district to Residential Planned Development (RPD) zoning district to allow 200 dwelling units. In so doing the City Council makes the following findings and conclusions,

upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The development shall be generally consistent with the proposed four-page MCP, Exhibit B, not to exceed 200 dwelling units.

2. The Schedule of Uses are as follows:

Residential Tract
Accessory Uses and Structures
Administrative Offices
Clubs:
    Country
    Private
Dwelling Units
    Multi-Family
        A building or buildings consisting of three or more units located on a single lot or site
Essential Services
Essential Service Facilities, Group I
Excavation, Water Retention
Fences, Walls
Food and Beverages Services, limited to use of in Clubs
Entrance Gates and Gatehouses
Health Club or Spa, accessory to a Club only
Models:
    Display Center/Sales Center
    Model Home
    Model Unit
Parks. Group I
Parking Lot, Accessory
Recreation Facilities:
    Personal
    Private, On-Site
Residential Accessory Uses
Signs in conformance with Chapter 6 of Bonita Springs Land Development Code (LDC)
Temporary Uses, including a temporary sales office, temporary construction office, temporary construction storage, temporary amenity structures

Preserve Tract
Accessory structures associated with passive recreational uses
Hiking and Nature Study
    Including pedestrian ways, hiking trails, boardwalks, outdoor education
Preserves
Recreation activities

Including boardwalks, paths, and passive recreation and active recreation requiring little or no facilities, capital investment or alteration of the natural landscape

Signs in conformance with LDC Chapter 6

3. The Setback Development Regulations shall be as follows:

Location/Dimension	**Residential Use**	**Accessory Use**	**Clubhouse/Amenity Use**
Minimum Lot Size	NA	NA	NA
Minimum Lot Width	NA	NA	NA
Minimum Lot Depth	NA	NA	NA
Maximum Building Height	35 feet	35 feet	35 eat
Minimum Building Separation	10 feet	10 feet	20 feet
Minimum Building Setbacks			
Street	20 feet	20 feet	20 feet
Waterbody	5 feet	5 feet	5 feet
Preserve	30 feet	30 feet	30 feet
Perimeter	5 feet	5 feet	5 feet

4. At time of local development order submittal, the developer shall provide a copy of the recorded documentation as evidence of the extinguishment of the 80’ wide ingress/egress easement along the western boundary of the subject property. If the developer is unable to provide such documentation for review, the developer shall submit an application of an amendment to the Planned Development to amend the MCP to address the easement.

5. At time of local development order, the developer shall submit, along with the traffic impact statement, an intersection control evaluation study for the Kent Road/East Terry Street intersection.

6. The developer shall provide traffic monitoring stations for the project and provide the data for the City for review. The location of the stations, data collection method and timeframes are to be determined at time of local development order.

7. The proposed multi-use path and corresponding sidewalk easement shown on the MCP shall be dedicated to the public

8. In addition to the proposed internal sidewalk system, the developer shall provide bicycle racks throughout the community, including the amenity center, in an effort to foster multi-modal transportation within the site.

9. If Deviation 2 is revised, amended, or denied during the local development order phase, the developer shall provide a revised cross sections for the MCP.

10. Pursuant to Deviation 3, non-sinuous shoreline/lake areas shall include additional littoral plantings in undulating form. At time of local development order, the developer shall work with the City to establish a littoral planting plan that meets the intent of the sinuosity requirement.

11. Pursuant to Deviation 4, no structure, including a fence or wall, shall be located closer than 5 feet to the perimeter boundary of the RPD, and that for fences and walls, the buffer trees shall be on the outside of the fence/wall facing the adjacent property. Proper space shall be provided for trees in accordance with their growth habit to reduce growth conflicts and shall the need for sever pruning. In addition to the standard landscaping plan requirements that are reviewed during the local development order process, the developer shall provide a spate planting plan exhibit for areas where the perimeter setback of 15 feet is not being met. The developer shall work with City staff to establish a planting plan that provides sufficient screening and safeguards for abutting properties.

12. Six Florida slash pine and one oak heritage trees were found on the site. One pine and oaks shall be retained within the designated preserve area. One additional pine shall be retained adjacent to the preserve as shown on the MCP. These retained trees shall be protected with tree protection barricading appropriate for each species. The other four pines may be removed, and every effort shall be made to replace each tree with one 20-foot-tall tree like for like (angiosperm or gymnosperm), or two 12-foot-tall trees may be used for each heritage tree to be replace in appropriate locations within the site. The developer shall work with the City staff during the local development order process to determine the tree specifications.

13. Less the deviations and/or exceptions provided by this RPD approval, unless approved by a deviation, or unless there are conflicts with the water management design or companion developer's agreement, at the time of local development order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapter 3 of the LDC, the City of Bonita Springs

Bicycle Pedestrian Master Plan, the City of Bonita Springs Golf Course Redevelopment Regulations and all applicable design standards, except as modified herein and as required by the Bonita Springs Fire Control and Rescue and Control District and National Fire Protection Association.

14. Approval of this RPD does not guarantee local development order approval. Unless modified as part of this approval, future development order approvals must satisfy the requirements of the City of Bonita Springs Land Development Code and the Bonita Plan.

Deviations:

1. Deviation 1 is approved.
2. Deviation 2 is withdrawn, subject to Condition 9.
3. Deviation 3 is approved, subject to Condition 10.
4. Deviation 4 is approved, subject to Condition 11.

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon of adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 4th day of May, 2022.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:	Carr	Corrie
	Purdon	Quaremba
	Forbes	Steinmeyer
	Gibson	

Date filed with City Clerk: _____

BONITA SPRINGS, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

ZONING DIVISION

STAFF REPORT

TYPE OF CASE: REZONE – RESIDENTIAL PLANNED DEVELOPMENT (RPD)

CASE NAME: SOLTURA AT EAST TERRY

CASE NUMBER: PD21-84737-BOS

HEARING DATE: April 19, 2022

PLANNERS: Mike Fiigon II, Senior Planner

APPLICATION SUMMARY:

A. Applicant: Soltura Development Group, LLC

B. Agent: RVI Planning; Pavese Law Firm

C. Request: A request to rezone approximately twenty (20) acres from Residential Planned Development (RPD) to Residential Planned Development (RPD) for 200 dwelling units, and to request four (4) deviations.

D. Location: The subject parcel as the following STRAP Number:
30-47-26-B3-00001.2010 (12585 E. Terry St.)
Bonita Springs, Florida 34135

E. Future Land Use Map Designation: High Density Residential

F. Current Zoning: RPD

G. Current Land Use: Vacant

By this reference, the Applicant's Application in its entirety and correspondence is made part of this record and is available at the City Clerk's and Community Development's Offices.

BACKGROUND: The property was rezoned in May of 2008, pursuant to City of Bonita Springs Zoning Ordinance 08-08. At that time, the request was to rezone from Mobile Home (MH-2) to a Residential Planned Development (RPD) for 200 multi-family dwelling units. The project, while approved, was never developed and the master concept plan (MCP) has expired. As such, this

request proposes a new master concept plan with new and updated submittal documentation and is not an amendment to the previous approval.

The site used to be the home of the Glades Haven Mobile Park, which was developed in the late 1960's and early 1970's. The previous owners and applicants of the prior rezoning request bought the mobile homes from the unit owners, in compliance with Section 723.006116, Florida Statutes, and the site was cleared. Around this time, the City approved a comprehensive plan amendment to change the Future Land Use (FLU) category from Density Reduction Groundwater Resource (DRGR) to High Density Residential (Ordinance 07-05).

This request is for 200 dwelling units, which is consistent with the High Density Residential FLU category at 10 units per acre. The type of dwelling unit proposed is called multi-family, detached. Since this is an undefined term and does not appear in the City's Land Development Code (LDC), Staff requested the Applicant to provide a definition for consideration. The definition proposed is as follows:

> *Multi-Family, Detached: A building or buildings consisting of three or more dwelling units located on a single lot or site.*

The type of product being proposed could be considered horizontal multi-family, in that the units are side-by-side instead of on-top of one another like a more common design would yield. At this time, it is Staff's understanding that it will be a rental project and will stay under unified ownership.

***Uses*:** The proposed uses provided by the Applicant are considered customary and consistent with the request for a Residential Planned Development (RPD) and are broken down as uses for the residential tract and uses for the preserve tract. The schedule of uses indicates the following:

Residential Tract
Accessory uses, buildings and structures
Administrative Offices
Clubs:
- Country
- Private

Dwelling Units:
- Multi-Family
  - A building or buildings consisting of three or more units located on a single lot or site

Essential Services
Essential Service Facilities, Group I
Excavation:
- Water Retention

Food and Beverage Services, limited to use of a club
Fences, Walls
Entrance Gates and Gatehouses
Health Club or Spa, accessory to a Club only
Models:
- Display Center/Sales Center
- Model Home
- Model Unit

Parks, Group I

Parking Lot, Accessory
Real Estate, Sales Office
Recreation Facilities
    Personal
    Private-On-site
Residential Accessory Uses
Signs in conformance with LDC Chapter 6
Temporary Uses, including a temporary sales office, temporary construction office, temporary construction storage, temporary amenity structures

Preserve Tract
Accessory structures associated with passive recreational uses
Hiking and Nature Study
    Including pedestrian ways, hiking trails, boardwalks, outdoor education
Preserves
Recreation activities
    Including boardwalks, paths, and passive recreation and the active recreation requiring little or no facilities, capital investment or alteration of the natural landscape
Signs in conformance with LDC Chapter 6

***Property Development Regulations*:**
The proposed development regulations are contained on the Master Concept Plan (MCP) and are as follows:

SETBACK DATA:

FRONT:	20.0'	(PUBLIC ROAD)
FRONT:	10.0'	(PRIVATE ROAD)
REAR:	5.0'	
SIDE:	5.0'	
WATER	25.0'	
REAR:	30.0'	(PRESERVE)
PERIMETER	5.0'	
MINIMUM BUILDING SEPARATION	10.0'	
MAXIMUM BUILDING HEIGHT	35.0'	
MAXIMUM LOT COVERAGE	60.0%	

PARKING REQUIRED:

LOFT UNIT 12 UNITS @ 1.25/UNIT	= 15 SPACES	
1-BEDROOM 84 UNITS @ 1.50/UNIT	= 126 SPACES	
2-BEDROOM 52 UNITS @ 1.75/UNIT	= 91 SPACES	
3-BEDROOM 52 UNITS @ 2.0/UNIT	= 104 SPACES	
1 PRIVATE CLUBHOUSE 2088 SF	= 0 SPACES	(ANICILLARY TO PRINCIPAL USE)
REQUIRED SPACES	= 336 SPACES	
10% ADDITIONAL GUEST	= 34 SPACES	
TOTAL REQUIRED SPACES	= 370 SPACES	

SPACES PROVIDED:

9'X18' STANDARD	= 286 SPACES	
11'X18' CARPORT	= 48 SPACES	
GARAGE	= 36 SPACES	
12'X18' ADA	= 8 SPACES	
TOTAL SPACES PROVIDED:	= 378 SPACES	

The Applicant has requested two (2) deviations related to the development regulations – for parking and for perimeter setback requirements. All deviations are analyzed in the below section.

***Deviations*:**
Deviations may be requested during the review process in accordance with LDC Section 4-326. The Zoning Board may recommend to approve, approve with modifications, or reject each requested deviation based upon a finding that each item:

1. Enhances the achievement of the objectives of the planned development; and
2. Preserves and promotes the general intent of this chapter to protect the public health, safety, and welfare.

The City Manager or designee is also authorized to grant deviations from the technical standards for specific sections in LDC Chapter 3 based upon the review criteria set forth in LDC Section 3-81(b). In those instances, the City Staff has evaluated those deviations as a part of this review process.

Deviation No. 1: Requesting relief from LDC Section 4-1732(4)(j), which requires minimum parking spaces for meeting halls and other places for group assembly not otherwise listed at one space per 100 square feet of floor area, to allow for no parking spaces for the amenity center.

Applicant's Justification: *The Applicant is requesting approval of this deviation in order to provide flexibility in site design for multi-family buildings and to reduce unnecessary impervious areas within the RPD. The community is highly walkable, and the compact nature of the community provides a natural limit the number of residents needing to drive from their dwelling to the amenity center. The community design provides shared parking among all residential lots and the amenity center. Furthermore, the amenity center will not be open to the public and therefore will not be a significant generator of traffic from the outside public.*

Providing reduced parking for the amenity center does not increase the density of the development in anyway; does not decrease the amount of open space required by the LDC; does not underutilize public infrastructure or public resources; does not in any way reduce the preserve areas; and does not otherwise adversely impact surrounding land uses.

As proposed, parking will be provided as follows:

Minimum Required Spaces =	*337 spaces*
Minimum Guest Spaces =	*34 spaces*
Total Minimum Spaces =	*371 spaces*

Approval of this deviation request will not negatively impact the public health, safety, or welfare as adequate parking will be provided and the compact nature of the development will provide improved walkability and reduces impervious area.

Staff Analysis: The amenity center is not open to the public and is designed to only serve the residents of the community. The project is less than one-half square-mile in size, and is proposed to have a sidewalk system connecting all residential tracts to the amenity center. Staff agrees with the Applicant's justification that the project is walkable and due to its compact nature would likely not generate significant car traffic to the amenity center. The Applicant is providing the Code required parking for the residential units, plus the required number of guest spaces. Staff recommends **APPROVAL** of this deviation, with the condition that, in addition to the proposed

sidewalk system, the Applicant provide multiple bike racks throughout the site (including the amenity center) to help foster multi-modal transportation.

Deviation No. 2: Requesting relief from LDC Section 3-331(d)(1)(a)(3), which requires a 50-foot setback from lands under separate ownership to allow the water management lake to have a 25-foot setback along the southern property line along E. Terry St., with the condition that littorals as required by LDC Section 3-418(A) must be planted on a minimum 6:1 slope, and clustered adjacent to the property line.

Applicant's Justification: *The Applicant is requesting approval of this deviation in order to provide flexibility in site design for stormwater management within the RPD. A 50-foot setback will be provided along the east and west boundaries of the Property and the requested deviation is only needed to allow for a 25-foot setback from the E. Terry St. right-of-way. When combined with the existing E. Terry St. right-of-way the water management lake setback from lands under separate ownership to the south will exceed 50 feet.*

The lake edge will be a minimum 6:1 slope, and drainage swales, buffer plantings will all be located between the lakes and the E. Terry St. ROW. These characteristics will provide additional protection against passing motorists or pedestrians from potentially entering the lake.

Approval of this deviation request will not negatively impact the public health, safety, or welfare as locating the water management features along the ROW creates a more attractive streetscape along E. Terry St. and provides larger setback for residential structures.

Staff Analysis: Pursuant to LDC Section 3-81, this is a deviation that can be processed administratively during the local development order phase. The Applicant appears to be meeting the standards for a technical deviation from this Section by providing elements for the protection from wayward vehicles. Staff recommends this deviation to be **WITHDRAWN**, and to instead be submitted during the local development order phase. If the deviation is not approved or if it is amended, the Applicant shall provide revised cross sections for the MCP.

Deviation No. 3: Requesting relief from LDC Sections 3-331 and 3-420, which require sinuous design of shorelines of retention areas, to allow for a non-sinuous lake shoreline.

Applicant's Justification: *The Applicant is requesting approval of this deviation to provide non-sinuous lake shorelines in order to maximize indigenous vegetation preservation requirements on site.*

Due to the spatial constraints associated with a heavily impacted site the deviation is necessary to provide sufficient developable area that meets the proposed setbacks as well as the required open space and indigenous vegetation preservation, and the preservation of heritage trees.

The lakes will continue to meet the LDC regarding littorals and other code requirements. For these reasons, the deviation request will not negatively impact public health, safety or welfare.

Staff Analysis: One of the purposes of the lake sinuosity requirement is to increase the length and diversity of the littoral zone. In addition to providing greenery around a lake, littorals play a key role in the prevention of erosion and serve as a filter marsh to help improve water quality.

The Applicant has stated that the lakes will meet the LDC requirements for littorals. Additionally, sinuosity can be achieved using littorals by offsetting their planted positions around a lake and creating undulation. The lakes would need to be generally consistent with what is proposed on the MCP. These lakes tend to have a mix of sinuous bank areas with less sinuous areas. Approving this deviation would not nullify the requirement for littoral plantings and would not allow a redesign of the lakes to create even fewer sinuous areas. Staff recommends **APPROVAL** of this deviation request, with the condition that areas of non-sinuous lake bank include additional littoral plantings in an undulating form.

Deviation No. 4: Requesting relief from LDC Section 4-741(b)(1)b, which requires a minimum setback of 15 feet for structures and buildings from a perimeter boundary, to allow a five-foot perimeter setback along the north, east, and west property lines.

Applicant's Justification: *The Applicant is requesting approval of this deviation to provide a five-foot perimeter setback along the north, east and west property lines in order to provide flexibility in site design.*

Due to the spatial constraints associated with a heavily impacted site the deviation is necessary to provide sufficient developable area as well as the required open space and indigenous vegetation preservation, and the preservation of heritage trees.

This deviation will primarily be utilized to allow for fences, walls, or accessory structures to be located less than 15 feet from the property line, however, a five-foot landscaped buffer will be provided wherever a principal structure is less than 15 feet from the property line.

Approval of this deviation request will not negatively impact the public health, safety, or welfare as additional plantings will provide buffering for neighboring properties.

Staff Analysis: This deviation request would pertain to the northern, eastern, and western property lines. The current permitted setbacks for the abutting properties would be as follows:

LOCATION	PRINCIPAL SETBACK	ACCESSORY SETBACK	FENCE SETBACK
North	25 feet	5 feet	0 feet
East	15 feet	10 feet	0 feet
West	15 feet	10 feet/5 feet	0 feet

The abutting properties are currently able to place several structures at 15 feet or closer to the property line. As a result, the Applicant's request to be able to deviate from the RPD perimeter setback requirement of 15 feet would not be considered an incompatibility. The Applicant is correct, in that, in order to meet the preserve area requirements, open space requirements, and to provide the necessary lake area for stormwater attenuation, the development areas may appear to be compacted, especially along the north and west sides. The Applicant has agreed to provide a landscape buffer wherever a principal structure is placed closer than 15 feet to a perimeter boundary line. Staff recommends **APPROVAL** of this deviation, with the condition that no structure, including a fence or wall, shall be located closer than 5 feet to the perimeter boundary of the RPD, and that for fences and walls, the buffer trees shall be on the outside of the fence/wall facing the adjacent property. Proper space shall be provided for trees in accordance with their growth habit to reduce growth conflicts and the need for severe pruning. In addition to the standard landscaping plan requirements that are reviewed during the local development order process, the

Applicant shall provide a separate planting plan exhibit for areas where the perimeter setback of 15 feet is not being met. The Applicant shall work with Staff to establish a planting plan that provides sufficient screening and safeguards for abutting properties.

CONCLUSIONS:

The following conclusions are based upon the Applicant's Application being reviewed for compliance with the City's Code of Ordinances and the application of sound planning, engineering, surveying, and environmental practices.

The Applicant held three (3) neighborhood meetings, two (2) of which were required by the City's LDC. The pre-filing meeting was held on August 26, 2021, and the post-sufficiency meetings were held on January 25, 2022, and February 24, 2022. All meetings were advertised in accordance with the City's LDC.

The rezoning request was evaluated by Community Development for planning, zoning, engineering, environmental, and transportation impacts.

RECOMMENDATION:

Staff recommends **APPROVAL** of Petition PD21-84737-BOS Soltura at East Terry Residential Planned Development (RPD), subject to the following conditions:

1. The development shall be generally consistent with the proposed four-page MCP, Exhibit B, not to exceed 200 dwelling units.

2. The Schedule of Uses are as follows:

Residential Tract
Accessory uses, buildings and structures
Administrative Offices
Clubs:
- Country
- Private

Dwelling Units:
- Multi-Family
  - A building or buildings consisting of three or more units located on a single lot or site

Essential Services
Essential Service Facilities, Group I
Excavation:
- Water Retention

Food and Beverage Services, limited to use of a club
Fences, Walls
Entrance Gates and Gatehouses
Health Club or Spa, accessory to a Club only
Models:
- Display Center/Sales Center

Model Home
Model Unit
Parks, Group I
Parking Lot, Accessory
Real Estate, Sales Office
Recreation Facilities
Personal
Private-On-site
Residential Accessory Uses
Signs in conformance with LDC Chapter 6
Temporary Uses, including a temporary sales office, temporary construction office, temporary construction storage, temporary amenity structures

Preserve Tract
Accessory structures associated with passive recreational uses
Hiking and Nature Study
Including pedestrian ways, hiking trails, boardwalks, outdoor education
Preserves
Recreation activities
Including boardwalks, paths, and passive recreation and the active recreation requiring little or no facilities, capital investment or alteration of the natural landscape
Signs in conformance with LDC Chapter 6

3. The Setback Development Regulations shall be as follows:

Location/Dimension	Residential Use	Accessory Use	Clubhouse/Amenity Use
Minimum Lot Size	NA	NA	NA
Minimum Lot Width	NA	NA	NA
Minimum Lot Depth	NA	NA	NA
Maximum Building Height	35 feet	35 feet	35 feet
Minimum Building Separation	10 feet	10 feet	20 feet
Minimum Building Setbacks			
Street	20 feet	20 feet	20 feet
Waterbody	5 feet	5 feet	5 feet
Preserve	30 feet	30 feet	30 feet
Perimeter	5 feet	5 feet	5 feet

4. At time of local development order submittal, the Applicant shall provide a copy of the recorded documentation as evidence of the extinguishment of the 80' wide ingress/egress easement along the western boundary of the subject property. If the Applicant is unable

to provide recorded documentation for review, the Applicant shall submit an application for an amendment to the Planned Development to amend the MCP.

5. At time of local development order, the Applicant shall submit, along with the TIS, an Intersection Control Evaluation (ICE) study for the Kent Road/East Terry Street intersection.

6. The Applicant shall provide traffic monitoring stations for the project and provide the data to the City for review. The location of the stations, data collection method and timeframes are to be determined at time of local development order.

7. The proposed multi-use path and corresponding sidewalk easement shown on the MCP shall be dedicated to the public.

8. In addition to the proposed internal sidewalk system, the Applicant shall provide bicycle racks throughout the community, including the amenity center, in an effort to foster multi-modal transportation within the site.

9. If Deviation 2 is revised, amended, or denied during the local development order phase, the Applicant shall provide revised cross sections for the MCP.

10. Pursuant to Deviation 3, non-sinuous shoreline/lake areas shall include additional littoral plantings in undulating form. At time of local development order, the Applicant shall work with the City to establish a littoral planting plan that meets the intent of the sinuosity requirement.

11. Pursuant to Deviation 4, no structure, including a fence or wall, shall be located closer than 5 feet to the perimeter boundary of the RPD, and that for fences and walls, the buffer trees shall be on the outside of the fence/wall facing the adjacent property. Proper space shall be provided for trees in accordance with their growth habit to reduce growth conflicts and the need for severe pruning. In addition to the standard landscaping plan requirements that are reviewed during the local development order process, the Applicant shall provide a separate planting plan exhibit for areas where the perimeter setback of 15 feet is not being met. The Applicant shall work with Staff to establish a planting plan that provides sufficient screening and safeguards for abutting properties.

12. Six Florida slash pine and one oak heritage tree were found on the site. One pine and the oak shall be retained within the designated preserve area. One additional pine shall be retained adjacent to the preserve as shown on the MCP. These retained trees shall be protected with tree protection barricading appropriate for each species. The other four pines may be removed, and every effort shall be made to replace each tree with one 20-foot-tall tree like for like (angiosperm or gymnosperm), or two 12-foot-tall trees may be used for each heritage tree to be replaced in appropriate locations within the site. The Applicant shall work with Staff during the local development order process to determine the tree specifications.

13. Less the deviations and/or exceptions provided by this RPD approval, unless approved by a deviation, or unless there are conflicts with the water management design or companion developer's agreement, at the time of local development order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapter 3 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Bicycle Pedestrian Master Plan (PATH), the City of Bonita Springs Golf Course Redevelopment Regulations and all applicable design standards, except as modified herein and as required by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).

14. Approval of this RPD does not guarantee local development order approval. Unless modified as part of this approval, future development order approvals must satisfy the requirements of the City of Bonita Springs Land Development Code and the Bonita Plan.

Deviations

1. **Deviation No. 1:** Staff recommends **APPROVAL** of this deviation.
2. **Deviation No. 2:** Staff recommends **WITHDRAWAL** of this deviation, subject to Condition 9.
3. **Deviation No. 3:** Staff recommends **APPROVAL** of this deviation, subject to Condition 10.
4. **Deviation No. 4:** Staff recommends **APPROVAL** of this deviation, subject to Condition 11.

SUBJECT PROPERTY:

The Applicant indicates the STRAP number is: 30-47-26-B3-00001.2010

EXHIBITS:

A. Boundary Survey and Legal Description
B. The four-page Master Concept Plan titled "Soltura at East Terry"

ATTACHMENTS:

A. Staff Analysis (Background and Information Analysis)
B. Applicant's Informational Analysis and Project Submittal History

EXHIBIT A



Symbol	Description
(D)	DESCRIPTION
(M)	MEASURED
	SINGLE POST SIGN
MFIP	FOUND IRON PIN
MFND	FOUND NAIL /DISK "LB1772"
	CABLE PULL-BOX
	DRAINAGE INLET
	GUY ANCHOR
	WOOD POLE

NOTES:

ITEMS LISTED IN SCHEDULE B-II OF THE TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, HAVING A FILE NO. 2071.016 AND A COMMITMENT DATE OF APRIL 23, 2021 AT 11:00 PM HAVE BEEN REVIEWED AS FOLLOWS:

5. ROADWAY EASEMENT O.R. 1264, PG. 18 IS LOCATED ON THIS PROPERTY AS SHOWN HEREON.

6. THIS PROPERTY FALLS WITHIN ORDINANCES, O.R. 2189, PG. 3281 AND O.R. 2189, PG. 3334. BLANKET IN NATURE.

7. ROADWAY EASEMENT O.R. 3086, PG. 1592 IS LOCATED ON THIS PROPERTY AS SHOWN HEREON.

8. THIS PROPERTY FALLS WITHIN AGREEMENT, INSTR. NO. 2007000095052. BLANKET IN NATURE.

9. EASEMENT, INSTR. NO. 2017000200712 IS LOCATED ON THIS PROPERTY AS SHOWN HEREON,

LEGAL DESCRIPTION:

THE WEST ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, SITUATE AND LYING IN LEE COUNTY FLORIDA.

THE SAME BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH EAST QUARTER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N01°02'39"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1321.02 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE RUN N89°00'18"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 661.66 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE RUN S01°04'11"E ALONG THE EAST LINE OF THE SAID WEST HALF FOR A DISTANCE OF 1320.86 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST HALF; THENCE RUN S88°59'29"W ALONG THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER FOR A DISTANCE OF 662.25 FEET, TO THE POINT OF BEGINNING, CONTAINING 20.1 ACRES, MORE OR LESS.

NOTES:

COORDINATES SHOWN HERON REFER TO FLORIDA STATE PLANE WEST.

BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LLEE COUNTY, FLORIDA, AS BEING S88°59'29"W.

ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

SITE BENCHMARKS: #1. SET IRON PIN W CAP LB 1772, AT SOUTH EAST, ELEV = 13.78
#2. SET IRON PIN W CAP LB 1772, AT MID-WEST, ELEV = 13.71

NOTES:

THIS PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/1/2021.

THIS PROPERTY WAS VACANT ON 9/1/2021.

ASPHALT DRIVE AND CONCRETE SLAB LOCATIONS SHOWN HEREON ARE BASED UPON A BOUNDARY SURVEY PREPARED BY GRADY MINOR, WITH DATED 9/20/2017. REMNANTS OF SLABS AND DRIVE ARE OVERGROWN, EDGES AND LOCATIONS ARE APPROXIMATE.

AERIAL PHOTOGRAPHY PROVIDED BY HOLE MONTES, INC. FLIGHT DATE 8/31/2021.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: SOLTURA DEVELOPMENT GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATION TITLE INSURANCE COMPANY

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

Digitally signed by Tom Murphy
DN: cn=Tom Murphy, o=Hole Montes Inc., ou, email=tommurphy@hmeng.com, c=US
Date: 2021.09.20 11:09:56 -04'00'

THOMAS M. MURPHY License Number 5628 STATE OF FLORIDA Professional Surveyor and Mapper

LETTER	REVISIONS	DATE	REV BY
A			
B			
C			
D			

EXHIBIT A
BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PARTY CHIEF: DF	DATE: 9/1/21
DRAWN BY: BEN	DATE: 9/21
SHEET 1	OF SHEET 1
SEC-TWN-RGE: 30-47-26	

HOLE MONTES
ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
SINCE 1986

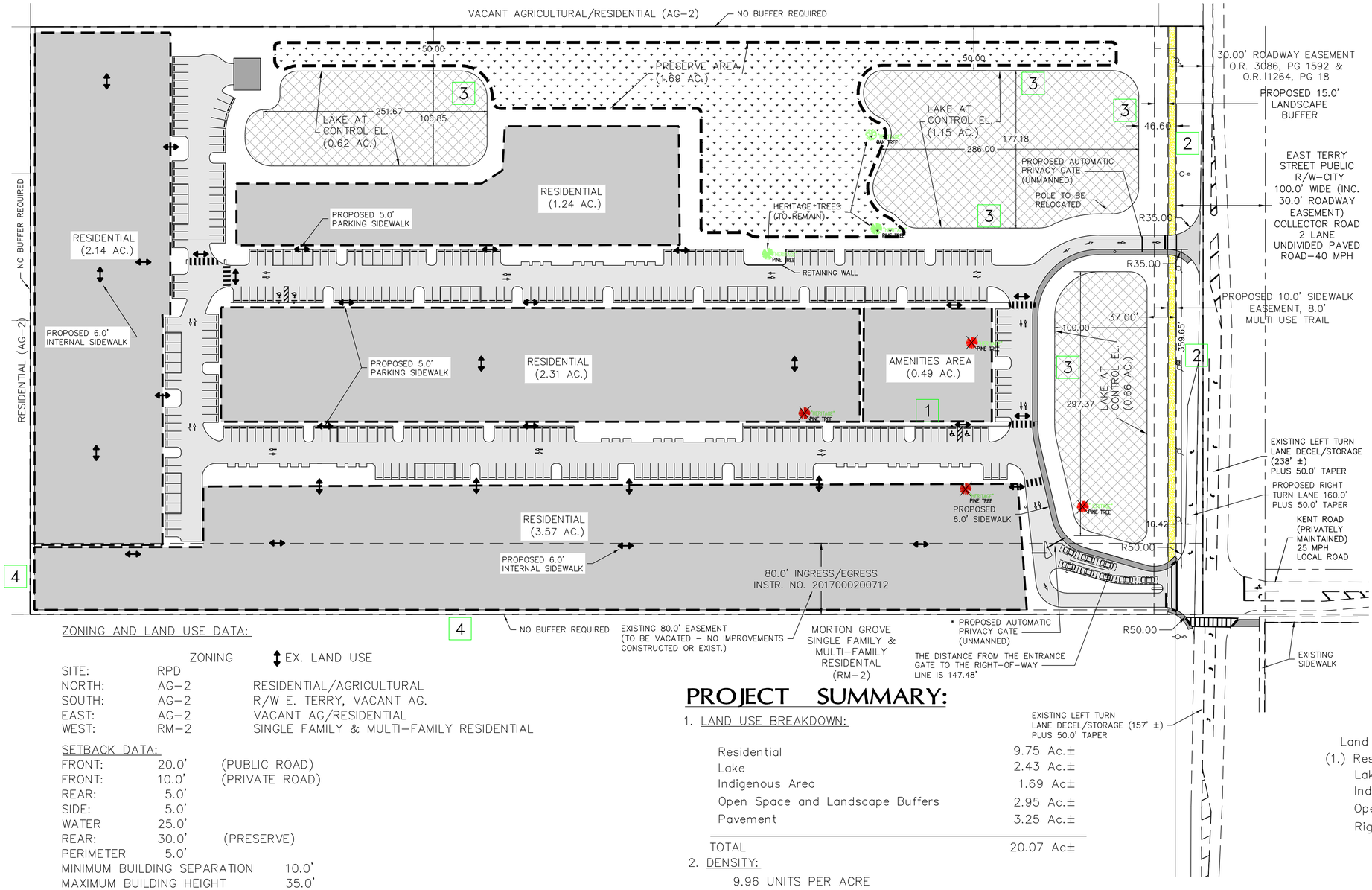
6200 Whiskey Creek Dr.
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

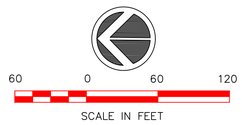
EAST TERRY ST
SOLTURA

DRAWING NO. H-1703
PROJECT NO. 21.650
FILE NAME: 21650 Bound.dwg

H:\21\21650\BOUNDARIES\21650 Bound.dwg 9/20/2021 10:33:35 AM Plotted by: Benllowell

EXHIBIT B





LEGEND

- Residential
- Lakes
- Preserve Area
- Pavement
- Property Boundary
- Proposed Traffic Flow Patterns
- Proposed Conceptual Internal Sidewalk Connections
- Heritage Tree to Remain
- Heritage Tree to be Removed
- 8' Paved Multi-Use trail ±580 lf, Responsibility of Developer

ZONING AND LAND USE DATA:

	ZONING	↕ EX. LAND USE
SITE:	RPD	
NORTH:	AG-2	RESIDENTIAL/AGRICULTURAL
SOUTH:	AG-2	R/W E. TERRY, VACANT AG.
EAST:	AG-2	VACANT AG/RESIDENTIAL
WEST:	RM-2	SINGLE FAMILY & MULTI-FAMILY RESIDENTIAL

SETBACK DATA:

FRONT:	20.0'	(PUBLIC ROAD)
FRONT:	10.0'	(PRIVATE ROAD)
REAR:	5.0'	
SIDE:	5.0'	
WATER	25.0'	
REAR:	30.0'	(PRESERVE)
PERIMETER	5.0'	
MINIMUM BUILDING SEPARATION	10.0'	
MAXIMUM BUILDING HEIGHT	35.0'	
MAXIMUM LOT COVERAGE	60.0%	

PARKING REQUIRED:

LOFT UNIT 12 UNITS @ 1.25/UNIT =	15 SPACES
1-BEDROOM 84 UNITS @ 1.50/UNIT =	126 SPACES
2-BEDROOM 52 UNITS @ 1.75/UNIT =	91 SPACES
3-BEDROOM 52 UNITS @ 2.0/UNIT =	104 SPACES
1 PRIVATE CLUBHOUSE 2088 SF =	0 SPACES (ANICILLARY TO PRINCIPAL USE)
REQUIRED SPACES =	336 SPACES
10% ADDITIONAL GUEST =	34 SPACES
TOTAL REQUIRED SPACES =	370 SPACES

SPACES PROVIDED:

9'X18' STANDARD =	286 SPACES
11'X18' CARPORT =	48 SPACES
GARAGE =	36 SPACES
12'X18' ADA =	8 SPACES
TOTAL SPACES PROVIDED: =	378 SPACES

PROJECT SUMMARY:

1. LAND USE BREAKDOWN:

Residential	9.75 Ac.±
Lake	2.43 Ac.±
Indigenous Area	1.69 Ac±
Open Space and Landscape Buffers	2.95 Ac.±
Pavement	3.25 Ac.±
TOTAL	20.07 Ac±

2. DENSITY:

9.96 UNITS PER ACRE

3. NOTES:

MAXIMUM NUMBER OF DWELLING UNITS = 200

4. DEVIATIONS:

1. Parking Standards
2. Lake Setback from Right-of-Way
3. Lake Sinuosity - Littorals Proposed to Mimic Sinuous Shoreline.
4. RPD Perimeter Setback (5' min.), add Landscape Buffer for Structures less than 15'.

5. OPEN SPACE:

OPEN SPACE REQUIRED : 40.00% 8.00 AC.

PROPOSED OPEN SPACE DATA

Land Use	Acreage	Open Space (Percentage)	Open Space (Acres)
(1.) Residential	9.75	40	3.90
Lake	2.43	100 (2 AC. MAX.)	2.00
Indigenous Preserve Area	1.69	varies	1.94
Open Space and Landscape Buffers	2.97	100	2.97
Right-of-Way	3.25	0	0
TOTAL:	20.07		10.81

1. ASSUMES NO GREATER THAN 60% LOT COVERAGE

* ENTRANCE GATE LOCATION IS CONCEPTUAL IN NATURE AND SHALL COMPLY WITH THE LDC AT THE TIME OF LOCAL DEVELOPMENT ORDER.

LETTER	REVISIONS	DATE
1	REVISIONS PER CITY COMMENTS	03/21/22
2	REVISIONS PER CITY COMMENTS	01/19/22
3	REVISIONS PER CITY COMMENTS	01/06/22
4	REVISIONS PER CITY COMMENTS	11/10/21

SOLTURA AT EAST TERRY

DESIGNED BY REB	DATE 08/24/21
DRAWN BY K.L.P.	DATE 08/24/21
CHECKED BY REB	DATE 08/24/21
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=60'

HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1966
6200 Whiskey Creek Dr.
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

EXHIBIT B

MASTER CONCEPT PLAN

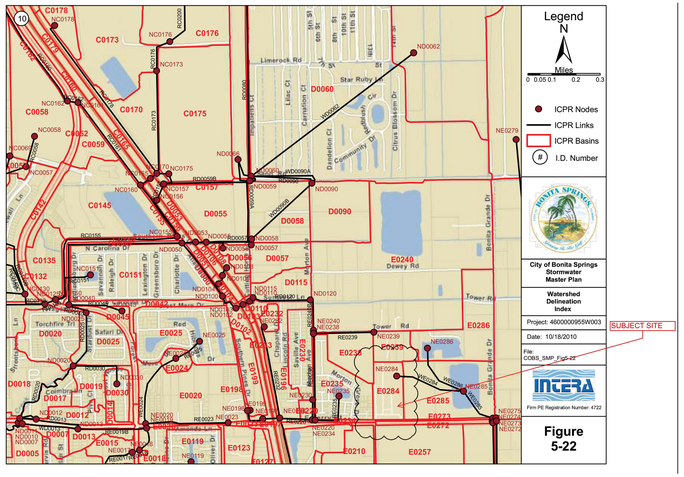
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:

DATE _____

REFERENCE NO. -	DRAWING NO.
PROJECT NO. 2021082	SHEET NO. 1 of 4

H:\2021\2021082\DWG\RPD Plan - 00.dwg Tab: MCP Mar 22, 2022 - 8:20am Plotted by: KevinPayne

EXISTING CONDITIONS



CITY OF BONITA SPRINGS
STORMWATER MASTER PLAN

Table 7-3 (Continued)
Simulated Link Peak Flow Rates (cfs) of Selected Design Storm Events
Note: Link locations are provided in Figures 5-12 to 5-31

LINK	2yr_1hr	2yr_24hr	5yr_1hr	5yr_24hr	10yr_1hr	10yr_24hr	25yr_72hr	100yr_72hr
RA0182	0.23	0.73	0.38	0.93	0.53	1.06	1.82	3.20
RA0183	4.37	6.62	5.50	7.75	5.97	8.30	9.85	11.11
RA0184A	0.00	0.00	0.01	0.00	0.31	0.00	0.00	0.00
RA0184B	6.24	6.24	6.24	6.24	6.24	6.24	6.24	6.24
RA0185	21.46	14.76	28.45	14.73	32.75	17.61	97.73	102.06
RA0186	21.74	13.70	28.81	15.19	33.15	13.25	78.79	78.90
RA0188	0.38	0.41	0.40	0.43	0.41	0.45	0.67	1.67
RA0190	13.99	10.82	18.72	13.15	21.99	15.61	29.68	32.71
RA0197	7.10	8.95	9.36	11.45	10.80	13.68	25.42	27.75
RA0198	6.63	8.99	8.03	11.31	9.22	13.57	22.96	24.78
RA0199	6.63	8.74	7.21	11.20	7.51	14.86	22.68	23.78
RA0200	3.44	5.44	3.93	7.87	4.18	9.95	20.54	21.65
RA0205A	6.35	2.68	7.05	2.64	7.36	2.67	0.00	0.35
RA0205B	3.33	3.32	3.37	3.36	3.40	3.41	3.46	3.53
RA0240	471.25	696.46	616.21	922.48	700.80	1095.02	1959.05	2276.45
RA0241	0.18	0.27	0.21	0.31	0.23	0.34	3.55	5.84
RA0242	0.24	0.32	0.28	0.38	0.30	0.42	1.86	5.23
RA0250	99.63	49.56	121.43	62.03	132.29	69.27	200.95	200.01
RA0260	21.10	9.88	20.97	12.88	20.86	12.96	7.69	6.92
RA0280	74.92	40.51	102.04	50.91	120.20	59.13	234.60	290.93
RA0281	36.38	11.39	44.11	16.00	47.95	19.25	32.47	28.29
RA0282A	21.21	8.97	24.80	12.82	26.13	15.59	26.22	25.43
RA0282B	13.31	5.44	14.25	5.58	14.67	5.68	9.69	7.93
RA0283	20.11	11.78	22.36	14.95	23.29	16.86	27.19	23.07
RA0284	16.31	9.62	16.25	12.32	16.25	13.71	15.46	15.40
RA0285	56.60	30.41	61.82	37.10	64.36	43.16	40.36	42.54
RA0286	52.60	30.24	60.69	36.55	66.57	42.68	52.48	47.83
RA0287	43.39	19.83	58.24	24.37	65.01	28.05	91.05	98.40
RA0288	44.28	19.85	58.83	24.42	65.33	28.14	91.00	98.41
RA0289	43.40	18.64	58.63	22.77	63.58	26.19		
RA0290	3.20	1.20	3.72	1.58	4.16	1.67		
RA0292A	13.94	2.60	18.19	3.32	20.70	4.18		
RA0292B	1.61	0.00	3.51	0.00	4.74	0.00		
RA0293A	7.40	2.30	7.41	2.92	7.33	3.72		
RA0293B	6.75	1.73	7.88	2.28	7.98	3.05		
RA0294A	13.90	4.03	13.77	5.20	13.62	6.77		
RA0294B	5.90	1.25	6.55	1.75	6.60	2.48		
RA0296A	18.74	7.03	18.88	9.37	18.97	10.36		
RA0296B	16.11	4.10	16.46	5.37	16.58	7.37		
RA0300	34.13	15.76	48.23	18.94	53.04	21.32		

Must reduce the runoff from the subject site to meet SFWMD criteria to only 0.8 CFS (25 CSM for Imperial River watershed) - a significant reduction from what is currently discharging

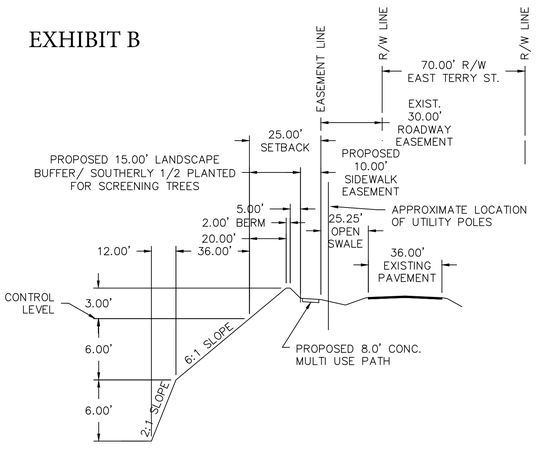
STORMWATER MASTER PLAN
ICPR MODEL EXIST. CONDITIONS (CFS)

Table 7-2 (Continued)
Simulated Node Peak Stages (ft NGVD29) of Selected Design Storm Events
Note: Node locations are provided in Figures 5-12 to 5-31

NODE	2yr_1hr	2yr_24hr	5yr_1hr	5yr_24hr	10yr_1hr	10yr_24hr	25yr_72hr	100yr_72hr
ND0198	11.05	10.82	11.40	10.93	11.61	11.00	12.57	12.76
ND0199	12.53	12.70	12.68	12.81	12.76	12.88	13.25	13.34
ND0205	7.85	8.28	7.98	8.47	8.05	8.60	9.66	10.20
ND0207	10.18	10.22	10.35	10.39	10.44	10.56	11.82	12.16
ND0208	12.41	10.54	12.64	10.83	12.76	11.06	13.27	13.43
ND0209	12.39	12.36	12.64	12.42	12.76	12.47	13.27	13.44
ND0210	13.17	13.75	13.35	14.07	13.46	14.31	15.07	15.31
ND0215	9.30	9.67	9.40	9.91	9.46	10.09	10.78	11.15
ND0220	11.51	10.68	11.74	10.85	11.87	10.97	12.54	12.71
ND0230	12.50	11.81	12.66	12.05	12.74	12.18	13.27	13.44
ND0232	13.28	13.52	13.37	13.64	13.42	13.72	14.16	14.31
ND0234	11.84	10.84	12.09	11.09	12.22	11.30	12.86	13.06
ND0235	12.13	12.91	12.38	13.37	12.53	13.68	14.52	14.66
ND0238	12.61	11.16	12.93	11.52	13.08	11.78	13.46	13.62
ND0239	12.99	11.17	13.23	11.53	13.33	11.82	13.74	13.88
ND0240	10.44	11.43	10.72	11.97	10.89	12.40	13.81	14.10
ND0250	4.81	6.18	5.20	6.89	5.40	7.44	9.84	10.39
ND0251	5.20	6.62	5.61	7.35	5.82	7.92	10.33	10.97
ND0252	9.78	9.73	10.07	9.99	10.20	10.27	11.79	12.14
ND0253	12.06	11.54	12.30	11.63	12.43	11.70	13.01	13.17
ND0254	9.55	10.00	9.71	10.22	9.82	10.38	11.39	11.59
ND0255	9.70	10.22	9.83	10.51	9.91	10.75	11.87	12.15
ND0257	12.97	13.02	13.07	13.17	13.12	13.28	13.56	13.68
ND0259	5.73	7.22	6.16	8.01	6.38	8.62	11.20	11.90
ND0260	6.51	8.11	6.97	8.98	7.21	9.64	12.45	13.18
ND0265	6.76	8.39	7.23	9.28	7.47	9.96	12.86	13.61
ND0270	7.15	8.79	7.62	9.69	7.86	10.39	13.38	14.14
ND0271	7.18	8.82	7.65	9.73	7.89	10.43	13.44	14.25
ND0272	12.16	11.59	12.34	12.11	12.41	12.44	13.38	14.14
ND0273	12.34	12.18	12.39	12.45	12.42	12.66	13.42	14.14
ND0274	12.27	12.18	12.36	12.45	12.42	12.66	13.42	14.14
ND0275	12.27	12.18	12.36	12.45	12.42	12.66	13.42	14.15
ND0276	8.94	9.86	9.17	10.32	9.31	10.59	12.86	13.61
ND0277	13.87	14.25	13.99	14.40	14.05	14.50	14.86	14.99
ND0278	13.86	14.25	13.98	14.39	14.05	14.49	14.84	14.96
ND0279	13.30	13.60	13.72	13.78	13.82	13.93	14.64	14.91
ND0280	7.26	8.90	7.74	9.81	7.97	10.72	13.54	14.15
ND0284	13.34	13.34	13.45	13.41	13.51	13.46	13.85	14.14
ND0285	11.42	11.42	11.86	11.91	12.04	12.04	12.89	13.57
ND0286	11.70	12.43	11.91	12.72	12.04	12.89	13.57	14.14

STORMWATER MASTER PLAN
ICPR MODEL EXIST. CONDITIONS MAX. STAGE

EXHIBIT B



SECTION 1 AT LAKE

NTS

PROPOSED CONDITIONS

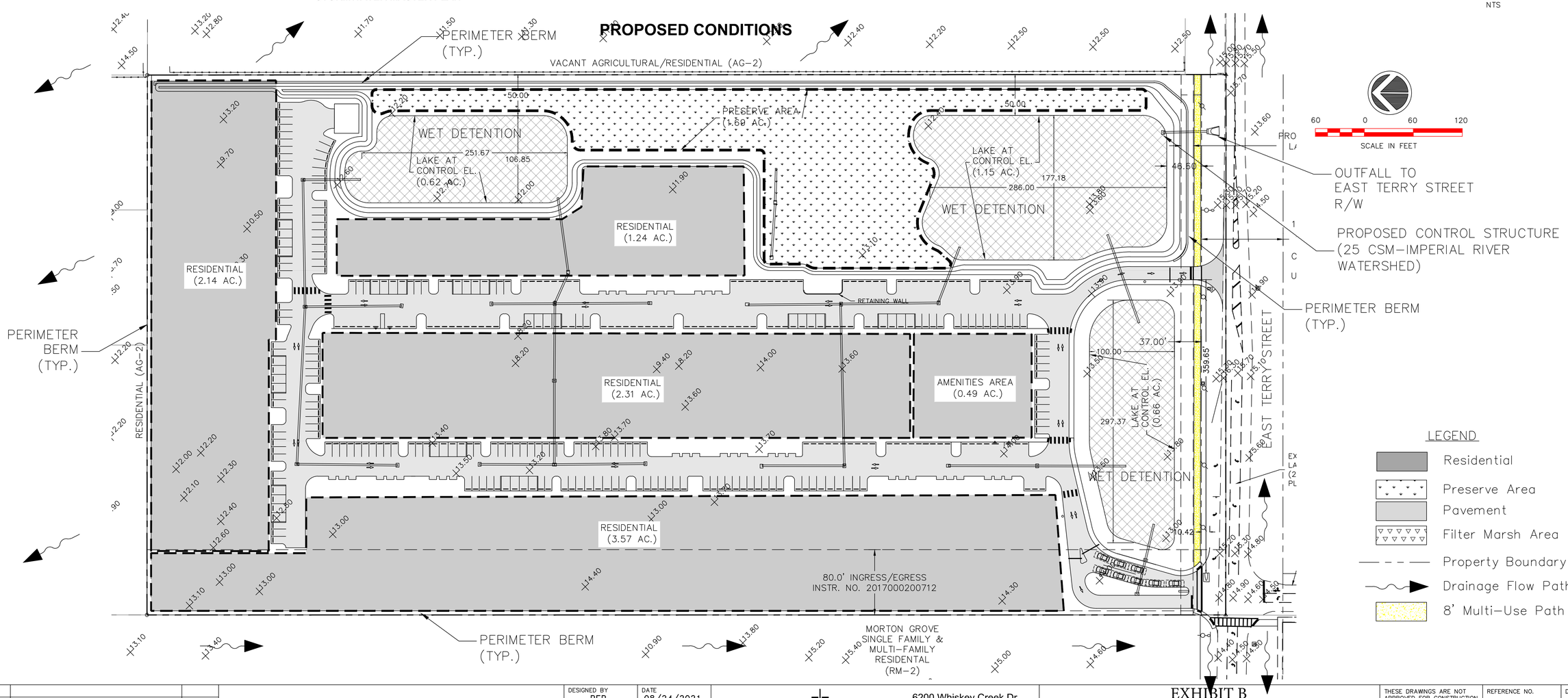


EXHIBIT B

LETTER	REVISIONS	DATE
1		
2	REVISIONS PER CITY COMMENTS	03/21/22
3	REVISIONS PER CITY COMMENTS	01/19/22
4	REVISIONS PER CITY COMMENTS	11/10/21

SOLTURA AT EAST TERRY

DESIGNED BY: REB	DATE: 08/24/2021
DRAWN BY: K.L.P.	DATE: 08/24/2021
CHECKED BY: REB	DATE: 08/24/2021
VERTICAL SCALE: N/A	HORIZONTAL SCALE: 1"=60'

HOLE MONTES
ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
6200 Whiskey Creek Dr.
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

CONCEPTIAL DRAINAGE PLAN

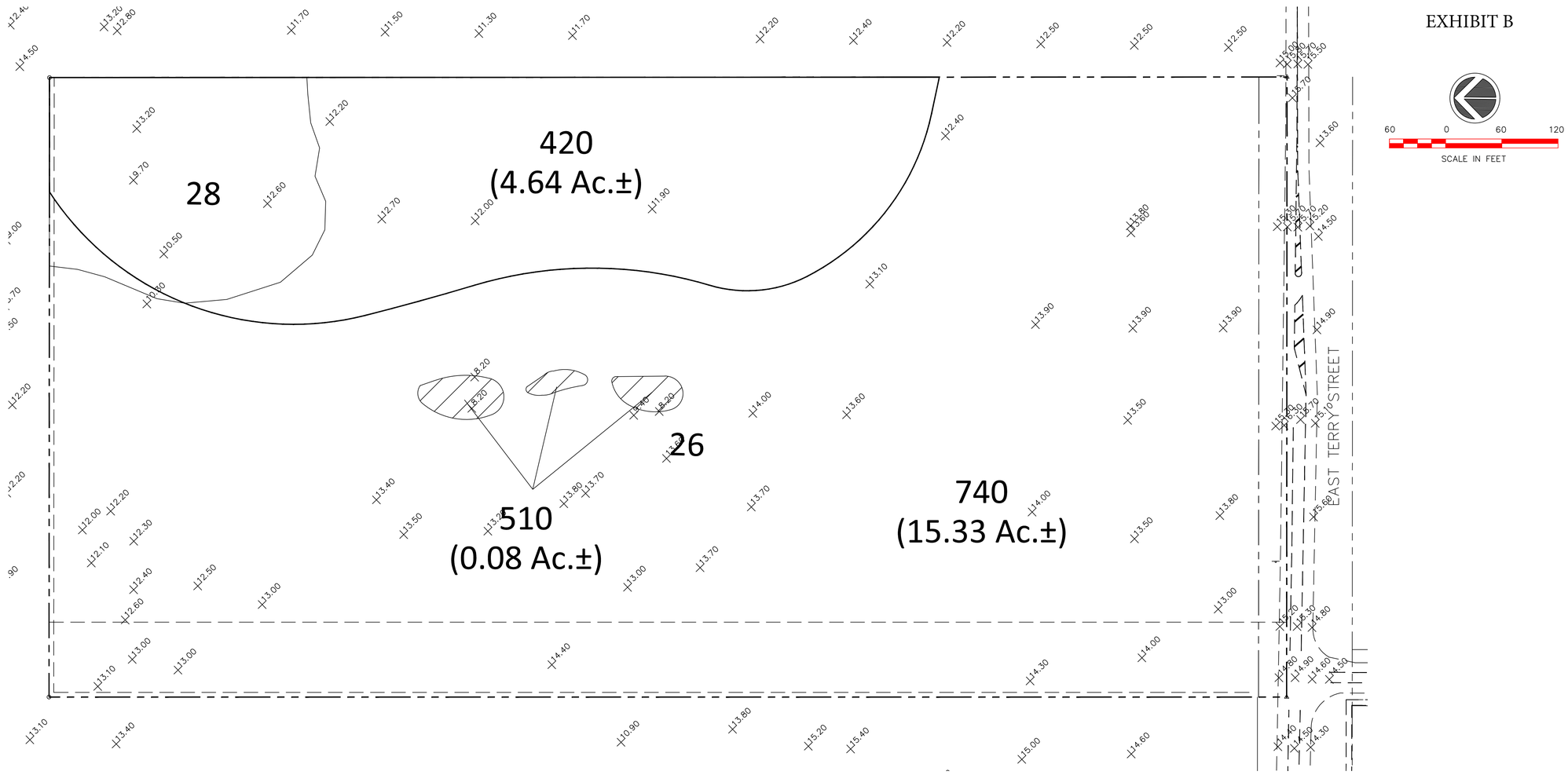
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:

DATE _____

REFERENCE NO.	DRAWING NO.
-	
PROJECT NO.	SHEET NO.
2021082	2 of 4

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EXHIBIT B



FLUCFCS LEGEND		
FLUCFCS CODE	COMMUNITY	ACRES
420	Mixed Upland Hardwoods	4.64 Ac.±
510	OSW Ponds and Ditches	0.08 Ac. ±
740	Disturbed Lands (Previously Cleared Mobile Home Park)	15.35 Ac. ±
	TOTAL:	20.07 Ac. ±

NCRS SOILS LEGEND		
SOIL No.	DESCRIPTION	STATUS
26	Pineda Fine Sand	Hydric
28	Immokalee Sand	Non-Hydric

LEGEND

SURFACE WATERS (0.08 AC.)

740 FLUCFCS No.

26 NCRS SOILS No.

FLUCFCS MAP AND SOILS MAP PROVIDED BY BEARPAWS ENVIRONMENTAL CONSULTING 1599 COVINGTON CIR. EAST, FORT MYERS, FL. DRAWING DATED 6/15/21.

LETTER	REVISIONS	DATE
4		
3		
2		
1	REVISIONS PER CITY COMMENTS	01/19/22
0	REVISIONS PER CITY COMMENTS	11/10/21

SOLTURA AT EAST TERRY

DESIGNED BY	REB	DATE	08/24/2021
DRAWN BY	K.L.P.	DATE	08/24/2021
CHECKED BY	REB	DATE	08/24/2021
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=60'

HOLE MONTES
ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
SINCE 1946

6200 Whiskey Creek Dr.
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

EXHIBIT B

FLUCFCS & SOILS MAP

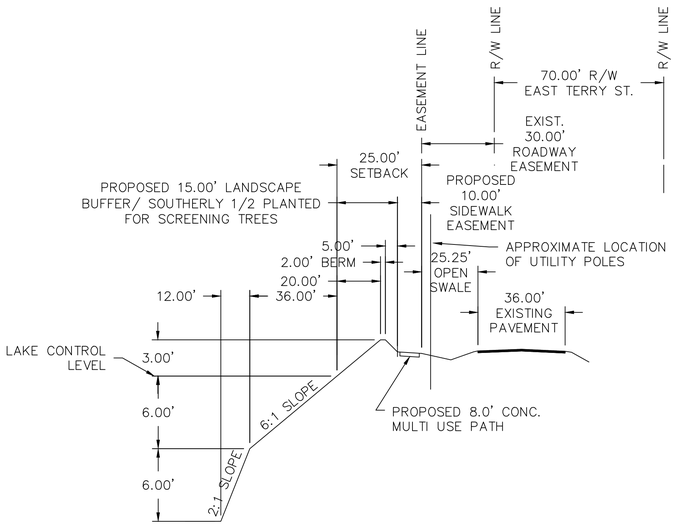
THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:

DATE _____

REFERENCE NO.	DRAWING NO.
-	
PROJECT NO.	SHEET NO.
2021082	3 of 4

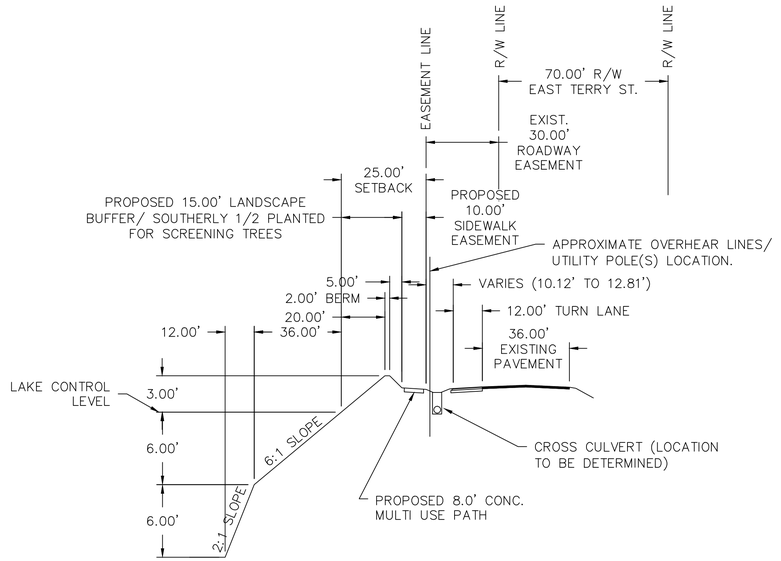
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EXHIBIT B



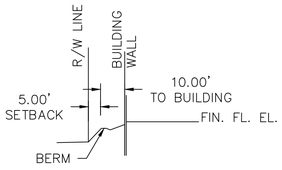
SECTION 1 AT LAKE

NTS



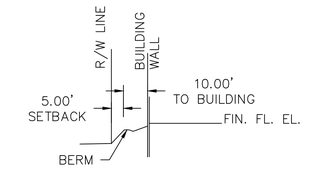
SECTION 2 AT TURN LANE

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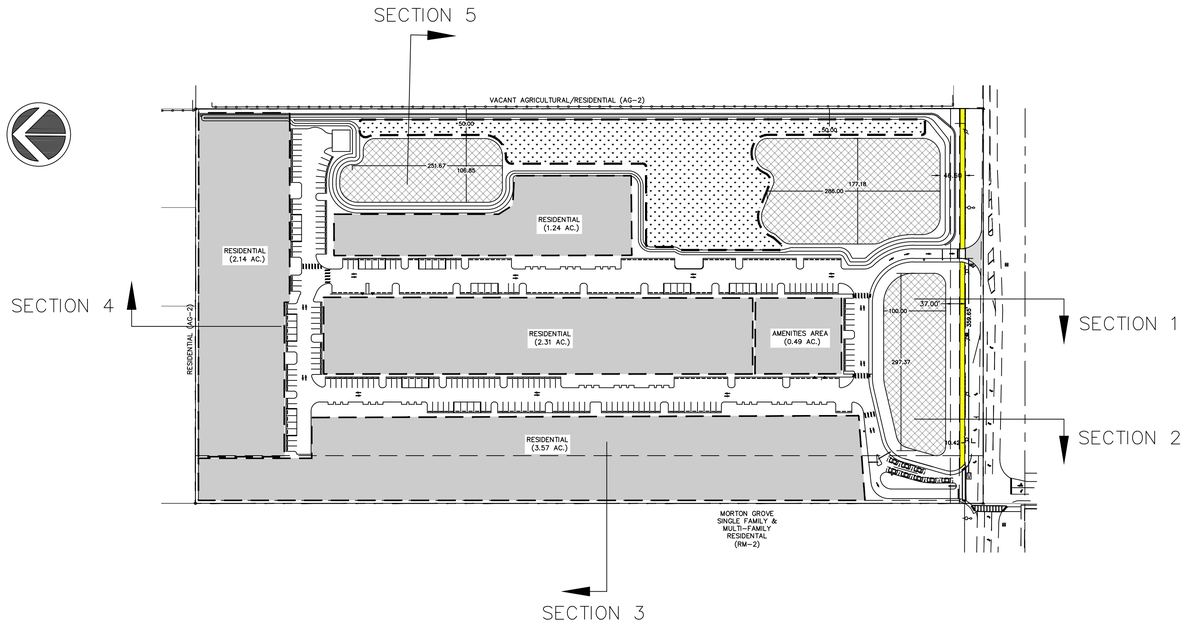
SECTION 3 AT WEST P/L

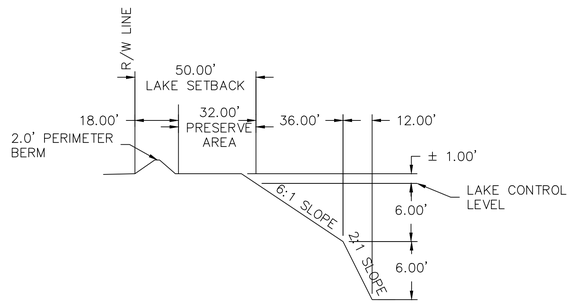
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SECTION 4 AT NORTH P/L

NTS





SECTION 5 AT EAST P/L

NTS

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LETTER	REVISIONS	DATE
1		
2	REVISIONS PER CITY COMMENTS	03/21/22
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1	REVISIONS PER CITY COMMENTS	11/10/21

SOLTURA AT EAST TERRY

DESIGNED BY	REB	DATE	08/24/2021
DRAWN BY	K.L.P.	DATE	08/24/2021
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VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=60'

HOLE MONTES
ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
SINCE 1966

6200 Whiskey Creek Dr.
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

EXHIBIT B

TYPICAL SECTIONS

THESE DRAWINGS ARE NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED BELOW:

DATE _____

REFERENCE NO.	DRAWING NO.
-	
PROJECT NO.	SHEET NO.
2021082	4 of 4

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-057
April 20, 2022

REQUESTED MOTION: Receive presentation from Lee County and approve Amendment to Interlocal Agreement to provide an additional vehicle for the Lee Tran North/South on-demand bus service.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Presentations

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: On November 17, 2021, City of Bonita Springs entered into an Interlocal Agreement with Lee Tran to provide North/South Bus Route 600 service, and a new pilot program for on-demand curb-to-curb transit service to Bonita Springs known as ULTRA.

When the service commenced in January 2022, the agreement provided for one on-demand vehicle with the $100,000 contribution from the City. Due to the success of the program, the County has added an additional vehicle and would like to add a third vehicle for peak hour service. Thus, Lee Tran is requesting an additional $54,000 from the City to help off-set expenses.

The City has additional funds available in the Operational Budget for this expense.

STAFF RECOMMENDATION: Receive presentation and approve Amendment to Interlocal Agreement.

ATTACHMENTS:

1. Lee County Amendment to Interlocal Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

FIRST AMENDMENT OF THE INTERLOCAL AGREEMENT FOR TRANSIT SERVICE BY AND BETWEEN LEE COUNTY, FLORIDA AND THE CITY OF BONITA SPRINGS, FLORIDA

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("*First Amendment*") Between, **Lee County**, a political subdivision and charter county of the State of Florida (hereinafter referred to as "*County*"), acting by and through its **Board of County Commissioners**, the governing body thereof, and the **City of Bonita Springs** (hereinafter referred to as "*City*"), acting by and through its **City Council**, the governing body thereof (collectively the "*Parties*" hereto).

RECITALS:

WHEREAS, the Parties entered into an Interlocal Agreement for Transit Service on the 16th day of November, 2021 ("*Interlocal Agreement*").

WHEREAS, the Interlocal Agreement provides for the shared cost of transit services in Bonita Springs.

WHEREAS, after the execution of the Interlocal Agreement, it was determined that it would be in the best interest of both Parties to make changes to Cost of Service provisions of the Interlocal Agreement to add additional resources in order to meet additional ridership demand.

WHEREAS, the Parties desire to enter into this First Amendment to modify: Section 5, Cost of Service; Funding Source, and Exhibit B of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree to amend the Interlocal Agreement as follows:

1. The Recitals as set forth above are incorporated into the terms of this First Amendment as if set out herein at length.

2. Section Five of the Interlocal Agreement is hereby amended as follows, with underlined language being the amendment to previously adopted text and deleted language being shown by stricken text.

SECTION FIVE: COST OF SERVICE; FUNDING SOURCE:

A. The amount of the subsidy for the term of this Interlocal Agreement will be in the amount of $154,000 and will be billed quarterly to the City in advance of service, commencing on the execution date of this agreement, and due within thirty (30) days. The cost breakdown is for up to three vehicles and specified in Exhibit B. The cost will be adjusted on future agreements if an additional or fewer vehicles are needed based on rider demand.

B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit B.

C. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated; City shall reimburse and repay the County.

3. Exhibit B of the Interlocal Agreement is hereby amended and reattached as Exhibit B.

4. All other terms, conditions and provisions of the Interlocal Agreement not amended hereby will remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the PARTIES have caused this First Amendment to Interlocal Agreement to be executed on the day and year first above written.

ATTEST: City Clerk

By:_____
[Signature]

_____
[Type or print name]
Clerk

CITY OF BONITA SPRINGS

By:_____
[Signature]

_____
[Type or print name]
Mayor

Approved as to form:

_____
City Attorney

ATTEST:
KEVIN KARNES, CLERK

BY:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:_____
Cecil L Pendergrass, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

_____
County Attorney's Office

Attachment:
Exhibit B – Amended Cost of Service

Exhibit B

FY22 Bonita Springs Demand Response Transit Monday through Sunday Service								
	Peak Vehicle	Cost Per Hour	Hours Mon-Sun	Days Mon-Sun	Annual Hours	Cost Per Mile	Daily Revenue Miles	Total Cost
Vehicle 1								
Bonita Springs	$ 16,541.37	$ 29.8703	2.32	359	833.13	$ 0.8355	12,177	$ 51,600
Lee County	$ 76,108.48	$ 29.8703	10.68	359	3,833.87	$ 0.8355	56,033	$ 237,442
SUB-TOTAL	**$ 92,649.85**	**$ 29.8703**	**13.00**	**359**	**4,667**	**$ 0.8355**	**68,210**	**$ 289,043**
Vehicle 2								
Bonita Springs	$ 16,541.37	$ 29.8703	2.32	359	733.13	$ 0.8355	12,177	$ 51,600
Lee County	$ 76,108.48	$ 29.8703	10.68	359	3,933.87	$ 0.8355	56,033	$ 237,442
SUB-TOTAL	**$ 92,649.85**	**$ 29.8703**	**13.00**	**359**	**4,667**	**$ 0.8355**	**68,210**	**$289,043**
Vehicle 3								
Bonita Springs	$ 16,541.37	$ 29.8703	2.32	359	733.13	$ 0.8355	12,177	$ 51,600
Lee County	$ 76,108.48	$ 29.8703	10.68	359	3,933.87	$ 0.8355	56,033	$ 237,442
SUB-TOTAL	**$ 92,649.85**	**$ 29.8703**	**13.00**	**359**	**4,667**	**$ 0.8355**	**68,210**	**$289,043**
TOTAL All Vehicles	**$ 277,949.55**	**$ 29.8700**	**39.00**	**359**	**14,001**	**$ 0.8355**	**204,630**	**$867,128**
Contributing Share								
Bonita Springs								**$154,800**
Lee County								**$712,328**

Mon through Sun service excluding 6 holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas)

*** Costing based Full Cost Allocation Model FY21 and includes deadhead time to route**

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-061
April 20, 2022

REQUESTED MOTION: Presentation of overview of FGCU – Fairwinds HOA Pond Project.

REQUESTOR: Council Member Chris Corrie, District 4

AGENDA: Presentations

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

Dr. Ben Hershenson, President of Fairwinds HOA, Inc., would like to present to Council an overview of a joint pilot project between the Fairwinds HOA, Inc. and the FGCU Water School regarding efforts to improve the water quality of the stormwater detention within the Fairwinds community. The partnership aims to control slope erosion, prevent flooding, and to reduce pollution and algae growth in the Fairwinds communities.

Dr. Hershenson would like to showcase the model used for this project as improving water quality may be of common interest to other communities in the City.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS:

1. Fairwinds Pond Project Overview

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

FGCU – Fairwinds HOA Pond Project



James G. Douglass, PhD,
jdouglass@fgcu.edu
Associate Professor of Marine Science
The Water School at Florida Gulf Coast University

Benjamin R. Hershenson, PhD,
beneyw@hotmail.com
Fairwinds HOA President, Bonita Springs, Florida
Dean and Professor Emeritus, Massachusetts College of Pharmacy and Health Sciences

1

Why is a marine biologist interested in a freshwater pond?

- Water flowing from the land into the ocean carries pollution, harming marine life
- Ponds can be part of the pollution problem, or part of the solution, depending on how they are managed



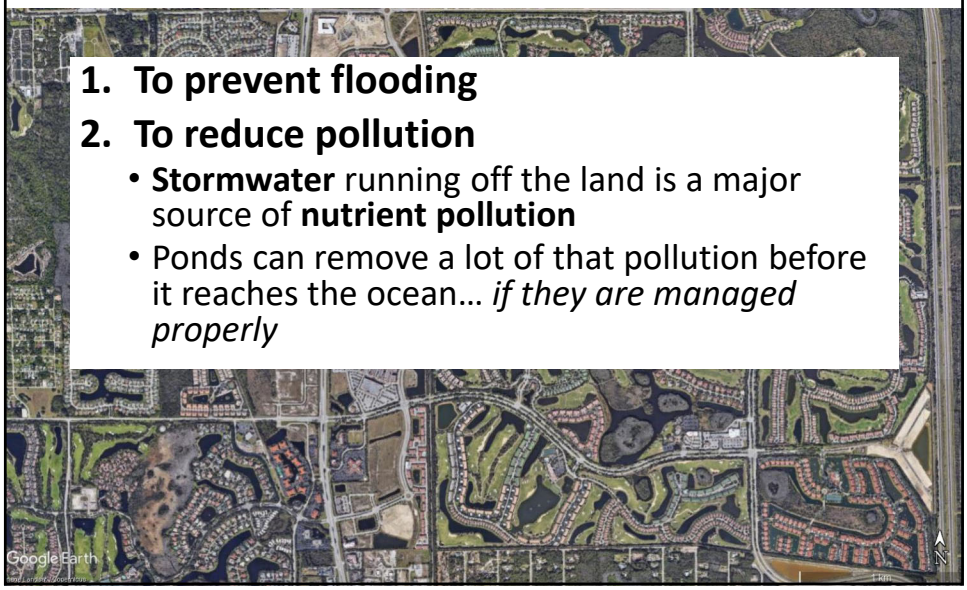
2

Why does SWFL have all these man-made "Wet Detention Ponds"?



3

Why does SWFL have all these man-made "Wet Detention Ponds"?



1. **To prevent flooding**
2. **To reduce pollution**
   - **Stormwater** running off the land is a major source of **nutrient pollution**
   - Ponds can remove a lot of that pollution before it reaches the ocean… *if they are managed properly*

4

How They Are Intended to Look

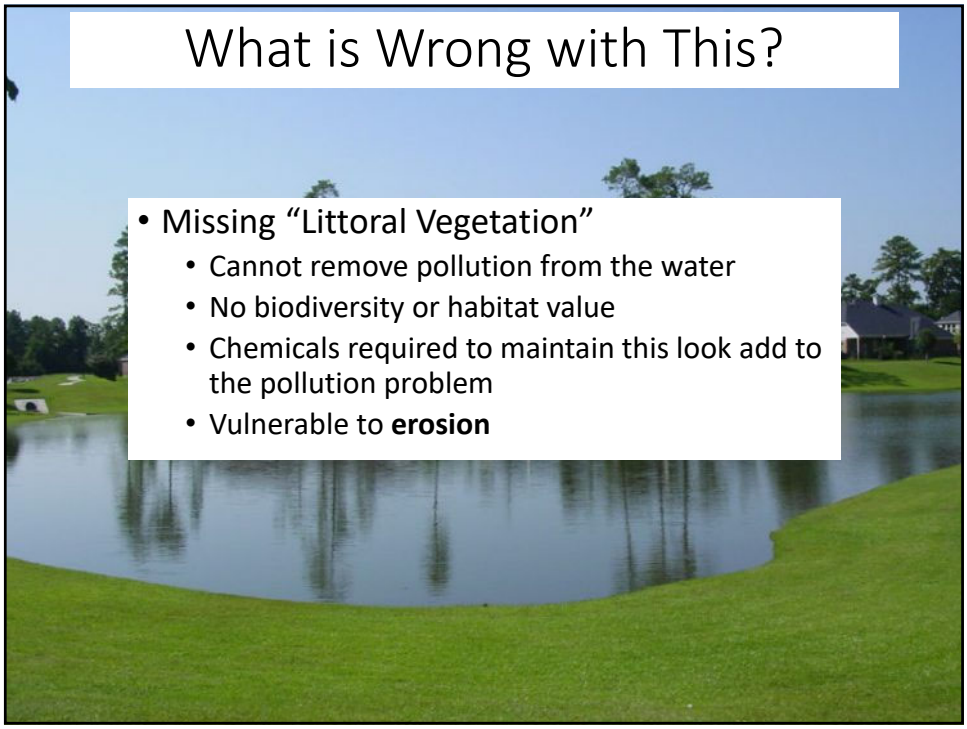


5

How They Usually Look



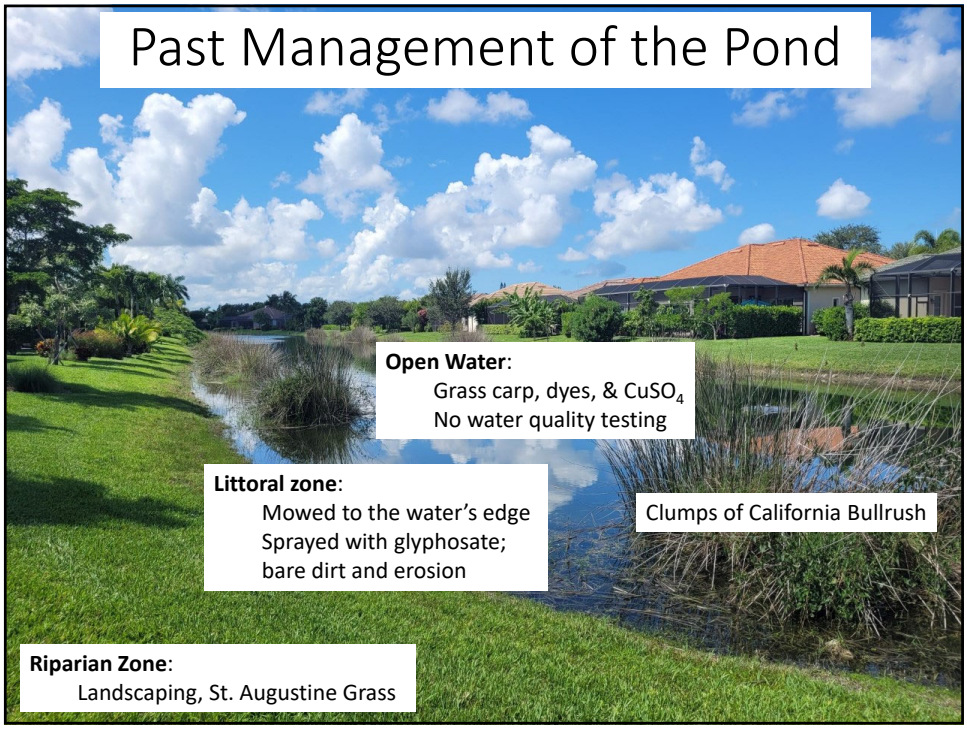
6


What is Wrong with This?
• Missing “Littoral Vegetation”
• Cannot remove pollution from the water
• No biodiversity or habitat value
• Chemicals required to maintain this look add to the pollution problem
• Vulnerable to **erosion**

7


Fairwinds Pond

8


Past Management of the Pond
Open Water:
Grass carp, dyes, & $CuSO_4$
No water quality testing
Littoral zone:
Mowed to the water's edge
Sprayed with glyphosate;
bare dirt and erosion
Clumps of California Bullrush
Riparian Zone:
Landscaping, St. Augustine Grass

9


• Post-spraying appearance of littoral zone, fall 2021

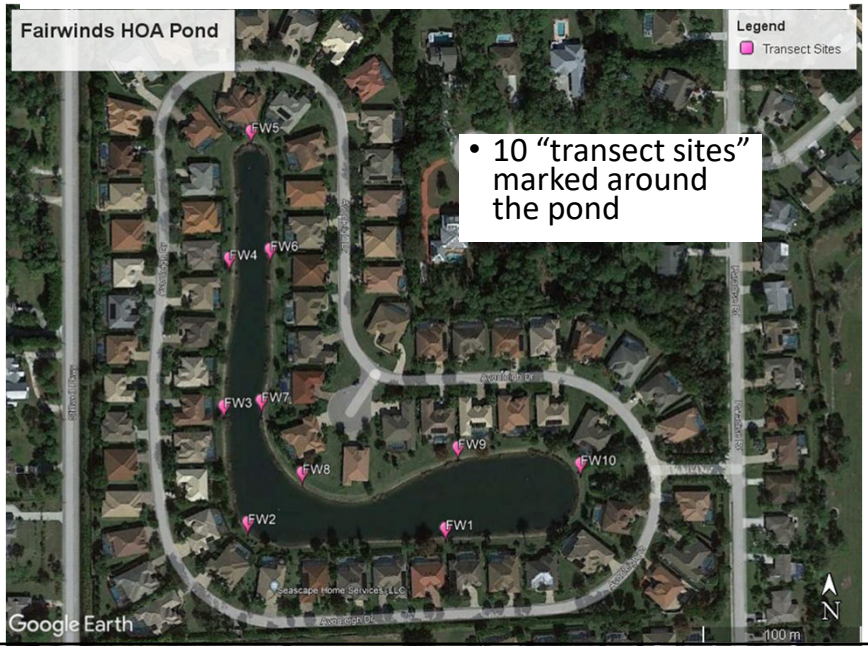
10

Project Goals

- Assess and improve ecological health and functioning of the pond
  - Erosion prevention
  - Water quality & Pollution control
  - Native species diversity
- Methods
  - No longer mowing or spraying the littoral zone
  - Selectively weeding to remove **torpedo grass**
  - Planting some additional native species
  - Scientific monitoring of changes in plant life and water quality

11

Preliminary Activities



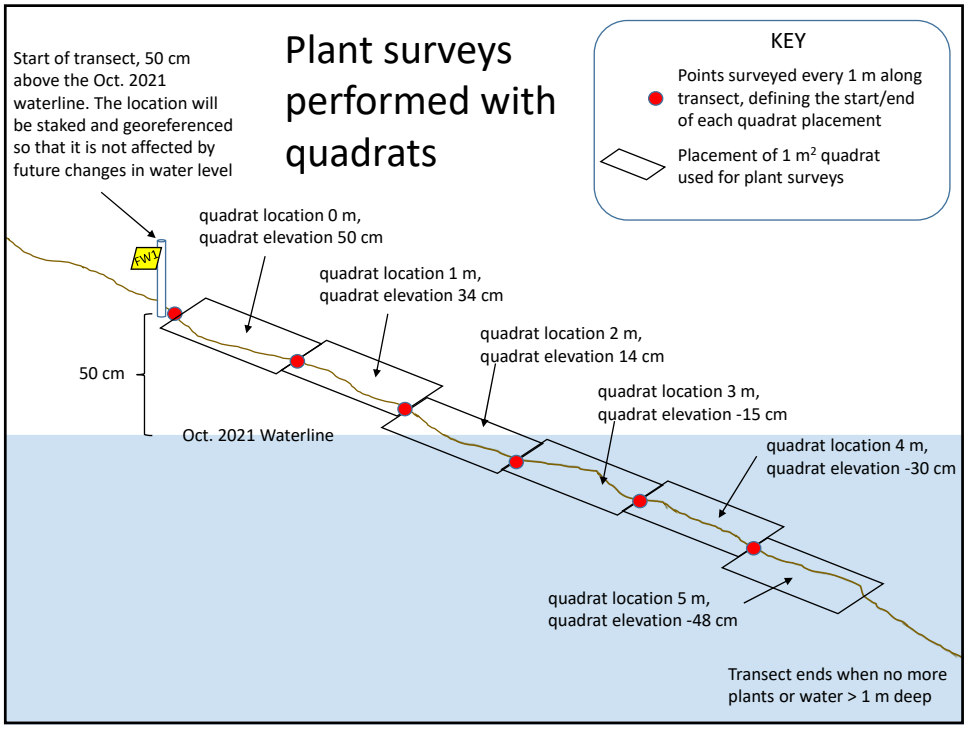
- 10 “transect sites” marked around the pond

12

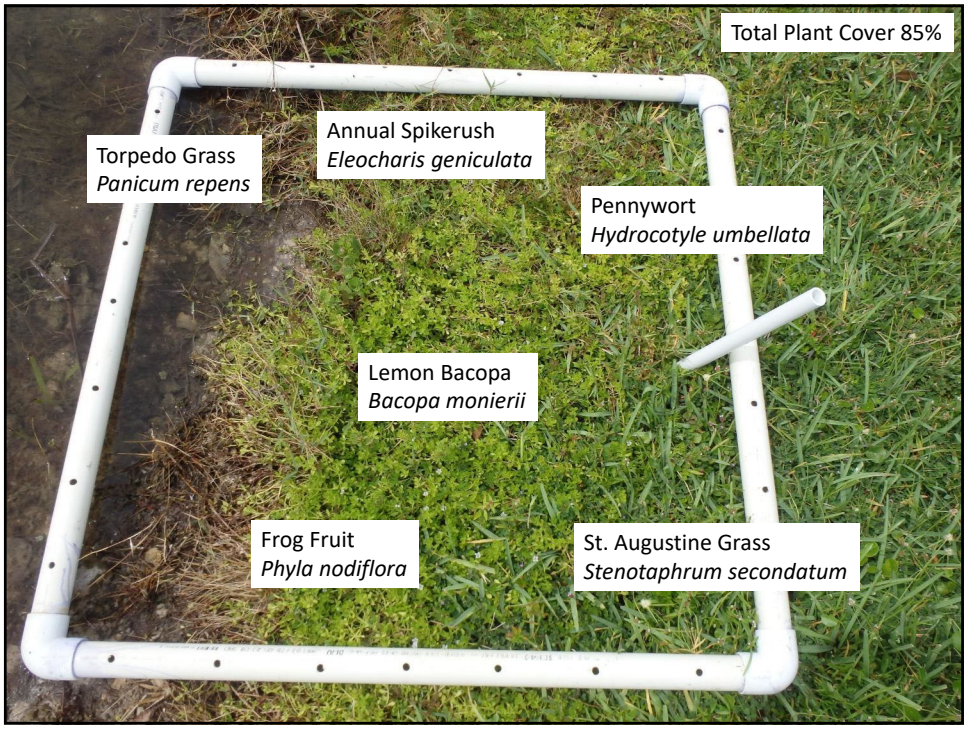
- Elevations referenced to drain on the water control structure



13



14



15

- Water being tested by graduate students



16

Preliminary Findings

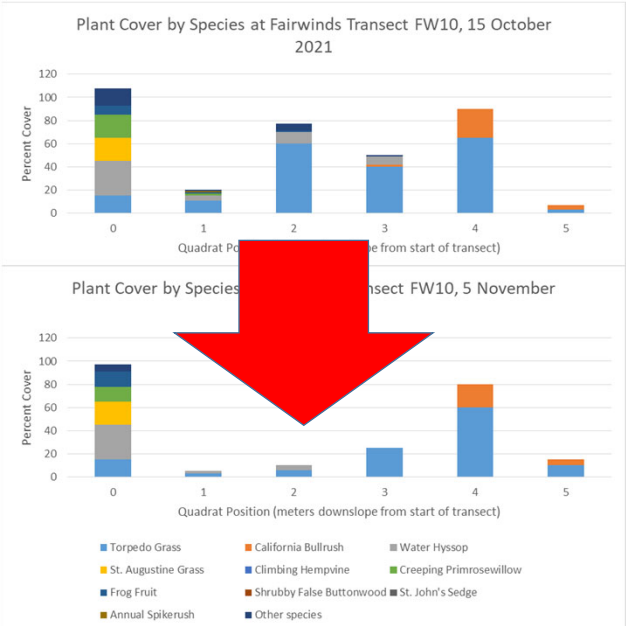
- 37 species of plants around the perimeter
  - 25 Native Species
  - 12 Non-Native Species
    - 1 "**Category 1 Invasive Species**" Torpedo Grass, *Panicum repens*



17

Preliminary Findings

- There was an unintended RoundUp spraying on the littoral vegetation
- It killed both torpedo grass and natives, leaving a lot of bare ground
- Can the invasive be controlled without herbicide?



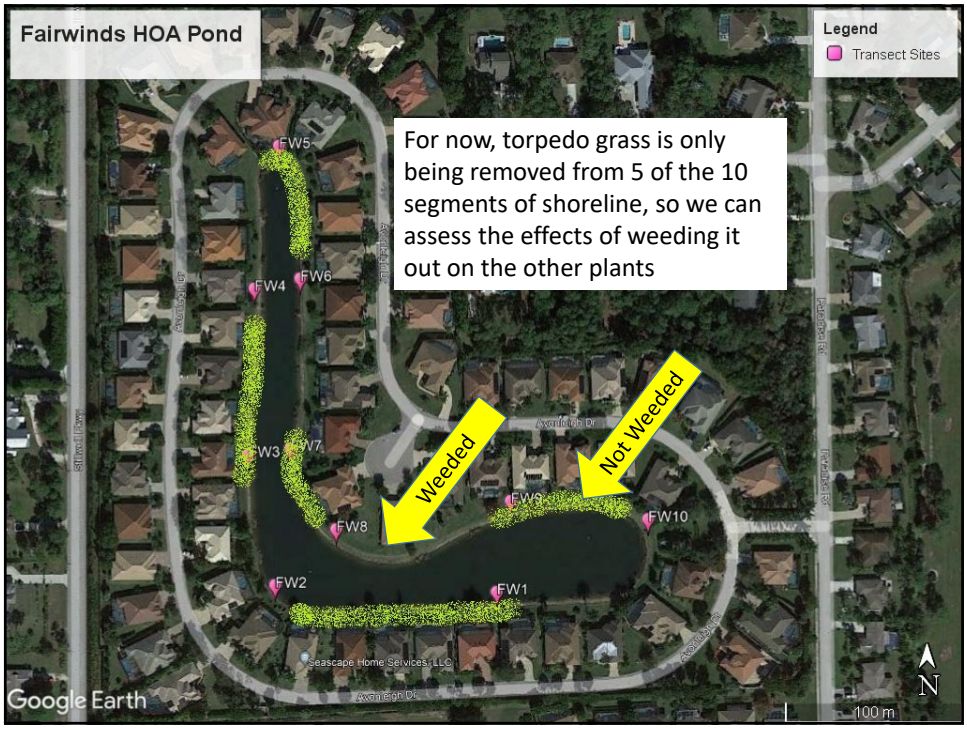
18


Don't Use Herbicide
Kill Invasives
PEOPLE
imgflip.com
JAKE-CLARK.TUMBLR

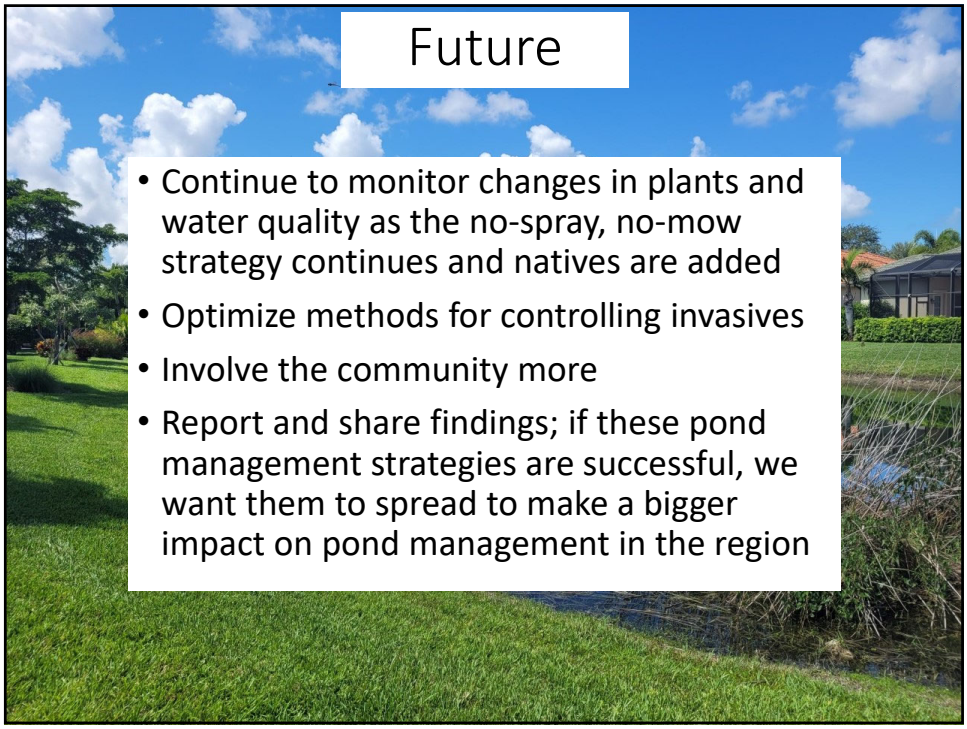
19


Undergraduate students weeding Torpedo Grass by hand; quantifying weight removed
Benefits of hand-weeding:
• Doesn't kill natives
• Doesn't pollute water with glyphosate and rotting vegetation
• Excess nutrients removed from the system- torpedo grass is composted at FGCU food forest

20


Fairwinds HOA Pond
Legend
Transect Sites
For now, torpedo grass is only being removed from 5 of the 10 segments of shoreline, so we can assess the effects of weeding it out on the other plants
FW5
FW4
FW6
FW3
FW7
FW8
FW9
FW10
FW2
FW1
Weeded
Not Weeded
Google Earth
100 m
N

21


Future
• Continue to monitor changes in plants and water quality as the no-spray, no-mow strategy continues and natives are added
• Optimize methods for controlling invasives
• Involve the community more
• Report and share findings; if these pond management strategies are successful, we want them to spread to make a bigger impact on pond management in the region

22

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-060
April 20, 2022

REQUESTED MOTION: Presentation by Capitol Strategies on the 2022 Session of the Florida Legislature.

REQUESTOR: Arleen M. Hunter, City Manager

AGENDA: Presentations

STRATEGIC PRIORITY: #1 Improve Stormwater Management, #2 Transportation, #3 Stregthen City Finances, #4 Environmental Protection, and #7 Government Transparency

---

BACKGROUND:

The City's lobbyists Carole Green and Ashley Stacell will be present at Wednesday's meeting to provide Council with an update on the 2022 Session of the Florida Legislature, which adjourned on Monday, March 14, 2022.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-055
April 20, 2022

REQUESTED MOTION: Adopt Resolution providing for the adoption of the 2022 Joint Local Mitigation Strategy Plan.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management, #2 Transportation, #4 Environmental Protection, #6 Strengthen Council Relations, #7 Government Transparency

---

BACKGROUND: Lee County (unincorporated areas) and all municipalities (Bonita Springs, Cape Coral, Estero, Fort Myers, Fort Myers Beach, and Sanibel) come together every five years to form the Joint Local Mitigation Strategy Planning Team/Working Group to update the Joint Local Mitigation Strategy Plan (LMS). The LMS is a companion document to the Lee County Comprehensive Emergency Management Plan, as well as individual municipalities Emergency Management Plans. The LMS identifies core mitigation capabilities and describes short- and long-term mitigation strategies and activities. In addition, the LMS sets mitigation goals, objectives, and strategies delineating community actions to reduce hazard risks.

The 2022 Joint Local Mitigation Strategy Plan update, managed through the Lee County Public Safety/Emergency Management Department, must be adopted by Lee County and each of the municipalities in order to be approved by the Federal Emergency Management Agency (FEMA). The LMS also serves as the Flood Mitigation Plan, as required of all communities participating in the National Flood Insurance Program (NFIP) and seeking project funding from the Flood Mitigation Assistance (FMA) Program and Hazard Mitigation Grant Program (HMGP).

The Florida Division of Emergency Management (DEM) and FEMA have found the plan update compliant with the federal hazard mitigation planning standards and will approve the plan final adoption pending adoption by each of the municipalities and Lee County. The final plan must be approved by Lee County and all municipalities and sent to DEM and FEMA no later than June 19, 2022.

STAFF RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

1. Resolution
2. 2022 Joint Local Mitigation Strategy

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION 22-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; PROVIDING FOR THE ADOPTION OF THE 2022 JOINT LOCAL MITIGATION STRATEGY PLAN; PREPARED BY THE LOCAL MITIGATION STRATEGY PLANNING TEAM OF LEE COUNTY, AS THE FORMAL GUIDE FOR THE CITY OF BONITA SPRIGS HAZARD MITIGATION ACITIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs is vulnerable to various natural and human-made hazards including animal/plant disease outbreak, coastal erosion, drought, epidemic/pandemic disease, excessive cold, excessive heat, flood, freeze, tropical cyclone, severe weather, tornados, wildfires and face potential damage to live, property, natural resources, and the local economy as a result of the occurrence of such hazards; and

WHEREAS, unincorporated areas of Lee County, the City of Bonita Springs, the City of Cape Coral, the Village of Estero, the City of Fort Myers, the Town of Fort Myers Beach, and the City of Sanibel have formed the Local Mitigation Strategy Planning Team, to participate in the development of the 2022 Joint Mitigation Strategy Planning Team, which was open to participation to any and all interested parties; and

WHEREAS, the Joint Local Mitigation Strategy Planning Team (Planning Team) has identified these local hazards and reassessed the county-wide vulnerability and risk of these hazards based on the latest scientific and technically based risk assessment techniques; and

WHEREAS, the Planning Team identified and prioritized mitigation initiatives that would reduce local vulnerability from these hazards; and

WHEREAS, the 2022 Joint Local Mitigation Strategy has been updated to reflect the knowledge gained from disasters that Lee County has experienced over the past fifteen (15) years; and

WHEREAS, projects identified in the 2022 Joint Local Mitigation Strategy Mitigation Initiative List are given more consideration by federal and state-managed funding programs such as the Hazard Mitigation Grant Program, the Flood Mitigation Assistance Program, Emergency Management Preparedness Assistance Trust Fund, Communities Trust, Community Development Block Grant, Coastal Partnerships Initiative, and Home Investment Partnerships (HOME) Program; and

WHEREAS, the 2022 Joint Local Mitigation Strategy also serves as the Flood Mitigation Plan as required of all communities participating in the National Flood Insurance Program and seeking project funding from the Flood Mitigation Assistance program; and

WHEREAS, the 2022 Joint Local Mitigation Strategy can serve as the Post-Disaster Redevelopment Plan outlined in Goal 1 of the City of Bonita Springs Conservation/Coastal Management Element (Goal 1: Planning, Coordination, and Implementation. To protect the public from the effects of natural and technological hazards through Lee County emergency plans and programs) as required of all coastal counties by Florida Administrative Code Rule 9J-5 as part of the County Comprehensive Growth Management Plan; and

WHEREAS, the Joint Local Mitigation Strategy is designed to be a process-oriented document with review and revision policies that allow the 2022 Joint Local Mitigation Strategy to be changed to meet new or changing conditions including hazard-event frequency, perceived local needs and funding opportunities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs:

Section 1. That it is in the best interest of the public that the 2022 Joint Local Mitigation Strategy, prepared by the Joint Local Mitigation Strategy Planning Team of Lee County, attached hereto, identified as Exhibit "A", be adopted as the formal guide for the City of Bonita Springs hazard mitigation activities.

Section 2. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this 20th day of April, 2022.

AUTHENTICATION:

_____ _____

Mayor Rick Steinmeyer City Clerk's Office

APPROVED AS TO FORM: _____

City Attorney's Office

VOTE:

Carr	Purdon
Corrie	Quaremba
Forbes	Steinmeyer
Gibson	



2022

JOINT LOCAL MITIGATION STRATEGY

UNINCORPORATED LEE COUNTY, BONITA SPRINGS, CAPE CORAL, ESTERO, FORT MYERS, FORT MYERS BEACH AND SANIBEL

Promulgation Document

Lee County and its political subdivisions are responsible for the preservation of life, property, and the environment during times of disaster. The *Joint Local Mitigation Strategy* forms the foundation for minimizing the risks posed to life and the built and natural environments through the implementation of short- and long-term mitigation strategies. In conjunction with prevention, protection, preparedness, response, and recovery efforts, the strategy builds resiliency into the communities that make up Lee County and its political subdivisions.

The *Joint Local Mitigation Strategy* is an extension of the *Hazard Identification and Risk Assessment* and a companion document to the *Lee County Comprehensive Emergency Management Plan*, as well as the comprehensive emergency management plans of the county's political subdivisions. This strategy sets forth the mitigation framework for Lee County and its political subdivisions and establishes a vision, mission, and set of priorities for mitigation activities in the area. Moreover, the strategy identifies core mitigation capabilities and describes short- and long-term mitigation strategies and activities. In addition to setting mitigation goals and objectives, the strategy delineates community actions that will reduce hazard risks.

The *Joint Local Mitigation Strategy* aligns with state and federal requirements and guidelines for local mitigation. The strategy undergoes regular, annual maintenance through the Local Mitigation Strategy Working Group and quinquennial review and adoption by the elected governing bodies of each participating jurisdiction. As part of this every-five-year practice, the strategy is reviewed by the State of Florida and by the Federal Emergency Management Agency.

Approval and Implementation

The *Joint Local Mitigation Strategy* was developed through a collaborative whole-community process that incorporated input from diverse stakeholders and mitigation principles from federal and state guidelines. The formal planning process for this strategy is laid out in the *Joint Local Mitigation Strategy Project Management Plan* (2021). The *Project Management Plan* also documents public input during the planning process. Upon concurrence from the elected governing bodies of Lee County and its political subdivisions, this strategy will be considered officially adopted and promulgated. The strategy is disseminated to county and municipal departments, local community interests, neighboring jurisdictions, and other stakeholders vital to preserving life, property, and the environment in the area.

The Lee County Department of Public Safety – Emergency Management will be the primary entity responsible for maintaining this document. The Local Mitigation Strategy Working Group, as part of the Disaster Advisory Council, will assist Emergency Management in that responsibility and with coordinating mitigation activities across the county and its political subdivisions.

This version of the *Joint Local Mitigation Strategy* supersedes previous versions, including the *Joint Unified Local Mitigation Strategy* (2017). In consultation with the Working Group and government leadership (county and municipal), Emergency Management is authorized to update and revise this strategy without additional approval from the aforementioned elected governing bodies. This exception does not apply to the five-year review and approval cycle required by the state and federal government.

Record of Changes

Version	Change	Reference	Date
2022.01	Vision and mission statement added	Chapter 1, p. 2	01/03/2022
	Plan integration updated	Chapter 1, p. 4	01/03/2022
	Community changes since last local mitigation strategy	Chapter 1, p. 8	01/03/2022
	Mitigation core capabilities added	Chapter 2, p. 12	01/03/2022
	Short-term and long-term strategies updated	Chapter 2, p. 16 & p. 17	01/03/2022
	Goals and objectives updated	Chapter 2, p. 18	01/03/2022
	Mitigation Action Plan added	Chapter 3, p. 21	01/03/2022
	Mitigation Project List updated	Chapter 3, p. 21	01/03/2022
	Review and maintenance updated	Chapter 4, p. 24	01/03/2022
	Community involvement updated	Chapter 4, p. 25	01/03/2022

Record of Distribution

This document is distributed formally to selected stakeholders every five years as part of the review and approval cycle (see Chapter 4 Review and Maintenance). The document is made available generally via the website for the Lee County Department of Public Safety – Emergency Management, which allows anyone to download and view the document at any time. Regular updates to this document that reflect changes in the mitigation strategy and associated programs and actions will be distributed via that website. The table below lists the recipients of the most recent formal distribution for review and approval.

Agency/Organization	Medium	Date
City of Bonita Springs	Digital	2022-04-01
City of Cape Coral	Digital	2022-04-01
City of Fort Myers	Digital	2022-04-01
City of Fort Myers Beach	Digital	2022-04-01
City of Sanibel	Digital	2022-04-01
Unincorporated Lee County	Digital	2022-04-01
Village of Estero	Digital	2022-04-01

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Chapter 1 Introduction

This chapter describes the purpose and scope of the *Joint Local Mitigation Strategy*. It links this document with the *Hazard Identification and Risk Assessment* and the comprehensive emergency management plans for Lee County and its political subdivisions. The chapter establishes a unifying vision for the multijurisdictional mitigation framework, as well as a mission statement. The chapter concludes by identifying participating jurisdictions and the stakeholders that will make up the mitigation framework over the next five years.

Purpose

The purpose of this local mitigation strategy is to establish a multi-jurisdictional mitigation framework to reduce the probability and minimalize the consequences of hazardous incidents.

Scope

This strategy addresses the natural hazards identified and assessed in the *Hazard Identification and Risk Assessment* (see Table 1 below) for Lee County and its political subdivisions (see the Stakeholders section below). The strategy encompasses mitigation activities that are either structural, regulatory, or social in nature. Human-caused hazards are not addressed in this document. The local mitigation strategy considers the planning area's economy, housing, health and social services, infrastructure, and natural and cultural resources[1]. By doing so, the strategy encompasses systems that support and sustain communities and aligns mitigation efforts with the National Disaster Mitigation Framework[2].

Table 1 Natural Hazards in the Planning Area

Natural Hazards			
Animal/Plant Disease Outbreak	Coastal Erosion	Drought	Epidemic/ Pandemic Disease
Excessive Heat	Extreme Cold	Flood	Freeze
Severe Weather	Tornado	Tropical Cyclone	Wildfire

[1] Federal Emergency Management Agency (June 2016), *National Mitigation Framework* 2nd ed, p. 3
[2] *ibid*. p. 16

Vision

A resilient network of communities and jurisdictions experiencing significantly reduced consequences from natural hazards.

Mission Statement

To save lives, protect property, and preserve the environment through collaborative mitigation actions.

Stakeholders

The *Joint Local Mitigation Strategy* is a collaborative, multijurisdictional effort to address natural hazards in the planning area (see Figure 1 and Figure 2 below). Within each jurisdiction are multiple private, public, and nonprofit interests with regards to the area's hazards. Attachment 3 of the *Joint Local Mitigation Strategy Project Management Plan* identifies these interests and their general role in the mitigation framework.

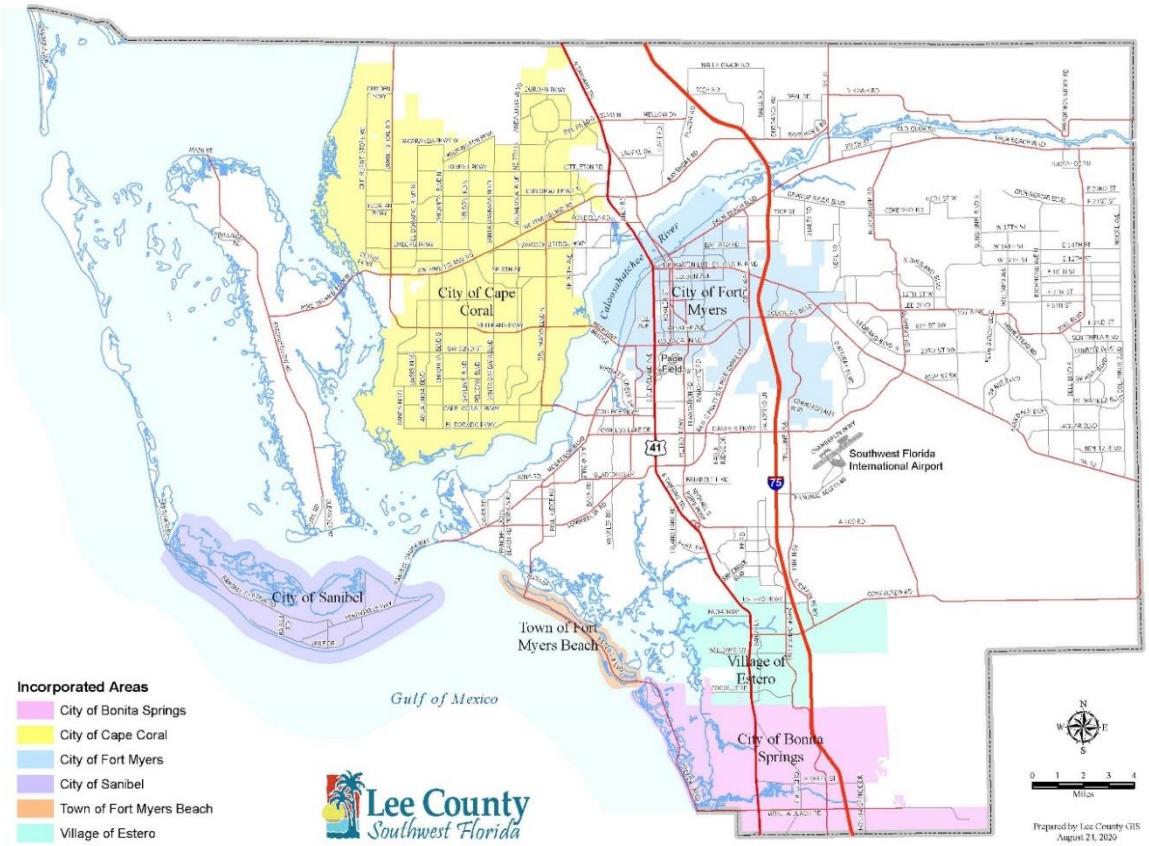


Figure 1 Joint Local Mitigation Strategy Planning Area

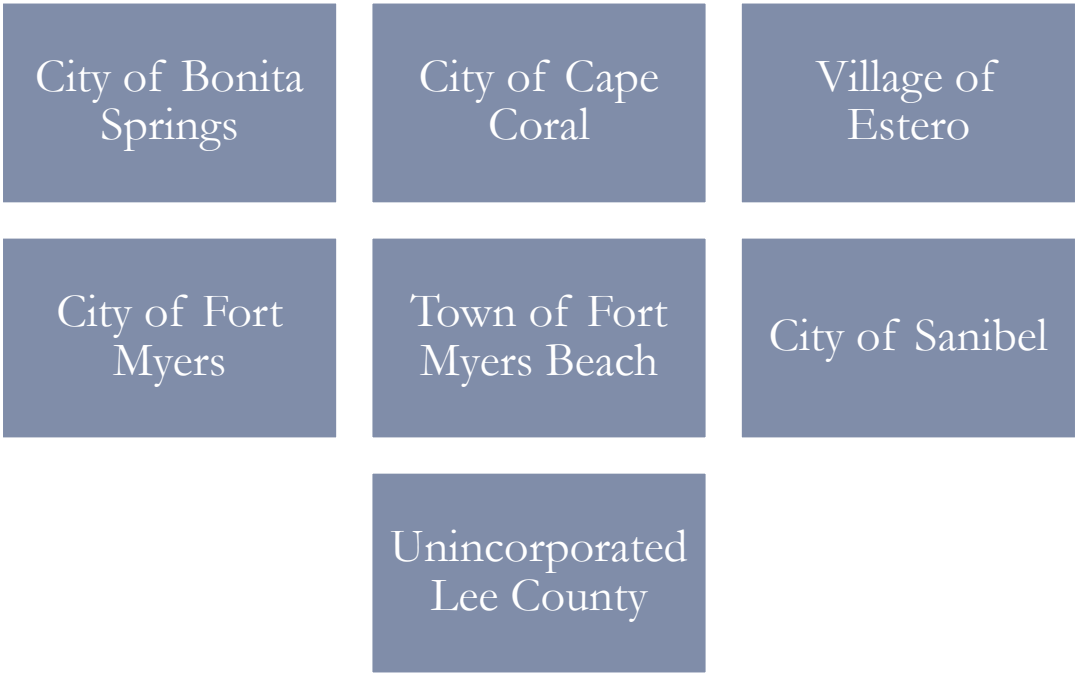


Figure 2 Joint Local Mitigation Strategy Jurisdictions

Mitigation is a constant, iterative process involving myriad stakeholders with similarly myriad interests. One purpose of the framework is to enable decision-makers to better identify and engage with entities to best match and allocate available resources with community needs. In addition to the governmental entities delineated in Figure 2 above, the mitigation framework relies on stakeholder involvement from the following[3]:

- Individuals, families, and households
- Communities
- Nongovernmental organizations
- Private sector entities
- Local governments
- State government entities
- Federal government entities

Local Mitigation Strategy Working Group

Stakeholder engagement and coordination for the framework is achieved through the Local Mitigation Strategy Working Group. In Lee County and its political subdivisions, this body consists of the membership for the Disaster Advisory Council (DAC). The

[3] Federal Emergency Management Agency (2016), *National Mitigation Framework* (2nd ed), pp. 8-14

Coordinating Structures section provides more detailed information about the Working Group and its structure and role.

Plan Integration

The *Joint Local Mitigation Strategy* is designed to work in conjunction with existing plans, policies, and procedures in Lee County and its political subdivisions. Stakeholders coordinate the implementation of mitigation goals and objectives through county and municipal programs and systems, such as the documents listed below. Participating jurisdictions also incorporate the capabilities, priorities, goals, and objectives of the strategic framework with response and recovery operations through comprehensive emergency management plans and recovery plans.

The documents mentioned here are given brief descriptions. The section also notates the responsible parties. Members of the Local Mitigation Strategy Working Group provide technical assistance and coordinate with their agencies to integrate concepts in this framework into respective governance apparatuses.

County and Municipal Comprehensive Plans

These plans contain goals, objectives, and policies that help guide pre-disaster mitigation programs and activities. For example, Lee Plan contains a goal that specifically addresses hazard mitigation (Goal 72). Within that goal is a policy to adopt and maintain a flood plain management plan that analyzes flooding problems in unincorporated areas of Lee County, inventory the flood hazard area, review possible activities to remedy identified flooding problems, select appropriate alternatives, and formulate a schedule for implementation (for example, see Policy 72.1.5).

Florida Statutes allow local governments to amend comprehensive plans in several ways. The regular amendment cycle is the option most likely to be used to incorporate or implement mitigation strategies and activities. Responsible parties include the following: Lee County Community Development, Division of Planning; City of Bonita Springs; Town of Fort Myers Beach; City of Cape Coral; City of Fort Myers; and the City of Sanibel.

County and Municipal Capital Improvement Programs (CIP)

These programs are planning and budgetary tools that rank project funding to reflect a community's infrastructure needs for a given period (usually five years). In Florida, these programs consist of projects that comply with the government's comprehensive plan.

They are used to fund projects and programs that avert or reduce both current and future damage potential to existing and new buildings to certain hazard types.

These programs are updated annually. Amendments to CIPs are usually made before the next annual review period and approved by a community's elected governing body. Responsible parties include the following: Lee County departments including Public Safety, Transportation, Construction and Design, Utilities, Solid Waste, and Natural Resources; City of Bonita Springs; Town of Fort Myers Beach; City of Cape Coral; City of Fort Myers; and the City of Sanibel.

County and Municipal Land Development Regulations, Zoning Ordinances, and Building Codes

Land development regulations or codes usually contain a codification of the land development ordinances of a community. They can be used to carry out actions that mitigate damage to new buildings and structures through design considerations. They also can be used to define type, density, and intensity of land uses in identified areas that account for natural and human-caused hazards. Examples of codes that can be used to mitigate hazards contained in this strategy include the Florida Building Code, the Fire Prevention Code, and each community's Flood Plain Management Ordinance. Low density zoning categories can also be used to reduce the amount and type of land uses exposed to certain types of hazards.

Lee County uses advisory committees to review changes to land development regulations. These committees meet on a regular basis to review and recommend changes to proposed county ordinances and regulations. Once finalized, these changes are sent to the governing body for public hearings. Responsible parties include the following: Lee County Community Development, Planning Section and Development Services; City of Bonita Springs; Town of Fort Myers Beach; City of Cape Coral; City of Fort Myers; City of Sanibel; and the Village of Estero.

Strategic Plans

Strategic plans identify the long-term direction to be taken in carrying out an agency's defined mission. These plans identify strategies, tasks, projects, and timeframes used to accomplished mitigation priorities, goals, and objectives. These plans usually focus on projects, but also can be used to define an agency's or elected body's policy toward mitigating hazard risks.

Surface Water Management Plans

Lee County maintains plans that identify existing flow ways, streams, and runoff rates for watershed basin. These plans also provide recommendations for protection and improvement of each flow way and stream. Such efforts protect lands from additional flooding that might be caused from downstream developments. Each plan is approved by the Board of County Commissioners. Responsible parties include the following: Lee County Surface Water Program, Division of Natural Resources Management.

Beach Management Plan

This plan addresses the restoration and maintenance needs of the county's beaches that are in a critical state of erosion, which is one of the planning area's identified natural hazards. Responsible parties include the following: The Coastal Advisory Council is a Board of County Commissioners appointed body overseeing the maintenance of the plan. The council holds monthly public meetings to discuss and review projects and to establish the budget to expend tourist tax funds for beach-related activities.

The Lee County Post Disaster Ordinance (07-20)

Lee County Ordinance 07-20 establishes the organizational framework for addressing hazard mitigation issues and policy development. It describes and assigns duties and responsibilities to the Disaster Advisory Council, which among other things, coordinates the planning area's mitigation framework. Responsible parties include Lee County and its political subdivisions, as well as representation from nonprofit, academic, commercial, and private citizen interests.

Lee County Community Wildfire Protection Plan(s)

Wildfire protections plans address specific wildfire problems for a given community. They can take a variety of forms and usually address local forest and range conditions, values-at-risk, and priorities for action. At a minimum, they identify and prioritize areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that, if completed, reduces wildfire risk to the community. Other wildfire mitigation efforts include Firewise and the Ready, Set, Go program, as well as wildfire mitigation efforts in Lehigh Acres. The Florida Forest Service is responsible for these plans.

Comprehensive Emergency Management Plans

The *Hazard Identification and Risk Assessment* forms the foundation for mitigation, preparedness, response, and recovery efforts in the planning area. Mitigation priorities

and strategies are linked with the *Lee County Comprehensive Emergency Management Plan*, as well as the comprehensive emergency management plans of the county's political subdivisions.

City of Fort Myers Waterfront Visioning Plan

The Waterfront Visioning Plan outlines a vision for development along the Fort Myers downtown water front. The critical facility list updated during the planning process was used to identify the critical facilities in this smaller geography within the county and a critical facilities map was produced of the waterfront. The document is currently being updated to address sea-level rise and additional resiliency considerations. The Florida Department of Economic Opportunity is responsible for the plan.

Town of Fort Myers Beach Stormwater Master Plan

The Town of Fort Myers Beach experiences severe stormwater flooding, including in along Estero Boulevard, which is part of the area's evacuation routes. Stormwater flooding also poses water quality issues, which can result in beach closures and impacts on wildlife and aquatic species. The stormwater master plan includes projects for the Town to reduce the likelihood and consequences of stormwater flooding. The basis for the plan comes from the *Town of Fort Myers Beach Comprehensive Plan* developed in 1999. The comprehensive plan includes Goal Number 9, which states "to provide optimal flood protection and improved stormwater quality within the constraints imposed by location and existing land-use patterns."

Public Involvement

The development and implementation of the *Joint Local Mitigation Strategy* included involvement from the public. Public engagement included a county-wide survey made available on the Lee County Department of Public Safety webpage (along with the then-current version of the *Joint Unified Local Mitigation Strategy*). The survey was also distributed by the county's political subdivisions through newsletters, press releases, and so forth. Community outreach events, such as hurricane awareness seminars conducted by Lee County Emergency Management, educated public attendees on the county's identified hazards. Participants were encouraged to provide input and feedback through the survey link on the Lee County Department of Public Safety's webpage. The *Joint Local Mitigation Strategy Project Management Plan* (version 2021.03) addresses stakeholder engagement and public involvement in more specific detail.

Development Changes and Previous Mitigation Efforts

The *Hazard Identification and Risk Assessment* (HIRA) address changes in the community over the last 5-10 years. Chapter 2 Community Profile of the HIRA discusses trends in population changes in Lee County and its political subdivisions, changes in the built environment over the last decade or so, and fluctuations in the economy due to the recent pandemic. Notable increases in population over the last decade and related expansions in the built environment have increased the area's risk and vulnerability to hazardous incidents. More people live along the coastline and other areas prone to coastal flooding. Additional development in these areas also contributes to coastal erosion and increases in the Wildland-Urban Interface. Shifts in the economic well-being of the area's residents—particularly amongst communities also experiencing vulnerabilities (such as elderly populations and low-income households)–as a consequence of COVID have further increased risk and vulnerability.

Since the adoption of the *Joint Unified Local Mitigation Strategy* in 2017, the county has also added several public shelters, developed and improved stakeholder coordination, implemented ordinance and code enforcement for development in coastal areas, and engaged the public in hazard awareness campaigns. The county and its political subdivisions have developed and improved alert and warning capabilities, renewed its community and hazard assessments, and incorporated short-term mitigation activities as part of response operations to tropical cyclone and pandemic events.

In response to two major storm events in 2017, Lee County embarked on a 3 phase initiative to mitigate flooding impacts. The initial phase cleared major blockages in waterways to provide immediate relief to areas of inundation, focusing on those with structural impacts. The second phase did a detailed "on-the-ground" assessment of flood conditions and status of County stormwater infrastructure. Early action projects were procured to alleviate pending flooding threats. The third phase completed a detailed flood mitigation study to identify major capital improvements and operational needs to meet flood levels of service. Projects are now going through a selection and prioritization process for Board consideration and budget approval.

During the same period, while the mitigation priorities of Lee County and its political subdivisions have not changed, additional focus has been given to mitigating pandemic events. Testing and vaccination efforts during the pandemic lead the way for those efforts, as do developments in continuity of operations and continuity of business during staffing disruptions.

Chapter 2 Hazard Mitigation

This chapter outlines the planning area's hazard mitigation framework. It sets forth the core capabilities that will enable the community to mitigate against hazard risk. Additionally, it establishes mitigation principles that will guide community efforts. The chapter delineates short- and long-term mitigation strategies, and then enumerates goals and objectives for mitigation.

Mitigation Framework

The *Joint Local Mitigation Strategy* establishes a hazard mitigation framework for the planning area. The framework consists of networks of individuals and organizations that work collaboratively to minimize hazard risk in Lee County and its political subdivisions. Coordination within the framework is done through stakeholders who are joined together by agreed upon goals and objectives, informed by industry guidelines and principles, and unified by joint initiatives and projects. The framework acts as an overarching mechanism to bring together otherwise disparate actions taking place across diverse interest groups. In this way, the *Joint Local Mitigation Strategy* brings participating jurisdictions together for cohesive action to address the area's hazards, risks, and vulnerabilities.

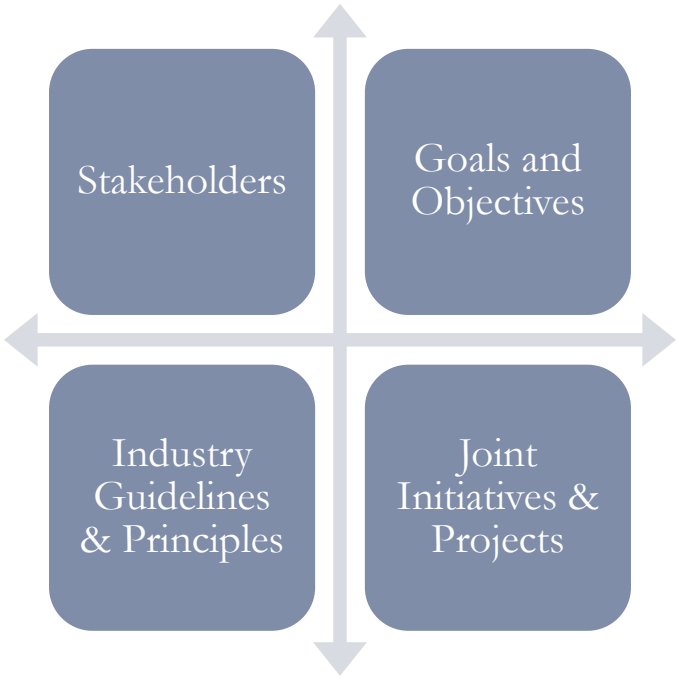


Figure 3 Hazard Mitigation Coordination

The hazard mitigation framework is made up of coordinating structures, core capabilities, priorities, and strategies for short- and long-term mitigation. The framework also contains goals, objectives, and milestones for achieving reduced risks and vulnerabilities. Finally, the framework encompasses an action plan for achieving mitigation goals and objectives and a project list for prioritizing allocation of available mitigation funds. These elements of the framework are addressed in more detail below.

Coordinating Structures

Implementation of the mitigation framework will require collaboration between diverse local, regional, state, and federal interests. To achieve effective collaboration, the framework seeks to network together coordinating structures[4] that represent communities and interests across a broad spectrum. Coordinating structures develop and employ mitigation capabilities to reduce hazard risks. They facilitate communication between stakeholders and assist in creating consensus and action.

Local coordinating structures in Lee County and its political subdivisions include the following areas:

- Local and regional economic development organizations
- Public works agencies
- Private development enterprises
- Planning commissions
- Community emergency response teams
- Faith-based organizations
- Service groups
- Voluntary organizations
- Public and private schools
- Resources and referral/advocacy agencies for children, families, and those with disabilities and others with access and functional needs
- Local mitigation committees
- Long-term recovery groups
- Water conservation boards
- Coastal commissions
- Regional/Metropolitan planning organizations

[4] Federal Emergency Management Agency (2016), *National Mitigation Framework* (2nd ed.), p. 30

- Region healthcare coalitions
- Mutual aid compacts

Through the collaborative and iterative planning process undertaken to develop, implement, and maintain the *Hazard Identification and Risk Assessment* and the *Joint Local Mitigation Strategy*, representatives from the area's coordinating structures are able to coordinate and cooperate on mitigation activities. Linking this extensive network of networks is achieved primarily through the Local Mitigation Strategy Working Group.

Local Mitigation Strategy Working Group

The primary coordinating structure for the mitigation framework is the Local Mitigation Strategy Working Group. The Working Group oversees the development, implementation, and maintenance of the *Joint Local Mitigation Strategy*. It is the responsibility of the Working Group to identify community mitigation needs and to facilitate the development of projects to meet those needs. As part of the Disaster Advisory Council (DAC), the Working Group as a body has representation from Lee County, each municipality, the school district, institutions of higher education, utilities, special districts, regional districts, the public, and so forth. In addition to regular members, the DAC also engages with other relevant coordinating structures to ensure a broad-based approach to emergency management is achieved.

The DAC—and by extension, the Working Group—meets on a quarterly basis to discuss and update the *Joint Local Mitigation Strategy* and to address mitigation needs and projects in the community. The Working Group develops, implements, and monitors mitigation actions that address identified hazards. These actions are tied to the framework's goals and objectives and are guided by the strategy's mitigation priorities, which are outlined in Chapter 2 of this document. The DAC also develops, monitors, implements, and revises programs related to emergency preparedness, response, and recovery; in this way, the Working Group helps to ensure integration of mitigation principles and activities across all areas of emergency management in Lee County and its political subdivisions.

Lee County Department of Public Safety – Emergency Management is responsible for organizing and facilitating DAC meetings. The Director of Emergency Management appoints the chair for the Local Mitigation Strategy Working Group.

Mitigation Core Capabilities

The mitigation framework is built on a foundation of core capabilities. These capabilities enable the community to identify and address risks before, during, and after hazardous incidents occur. Mitigation core capabilities are similar to those found in other areas of emergency management. While there are numerous capabilities the planning area can leverage to reduce risks from hazards, core capabilities form the necessary basis to which those capabilities are affixed and used.

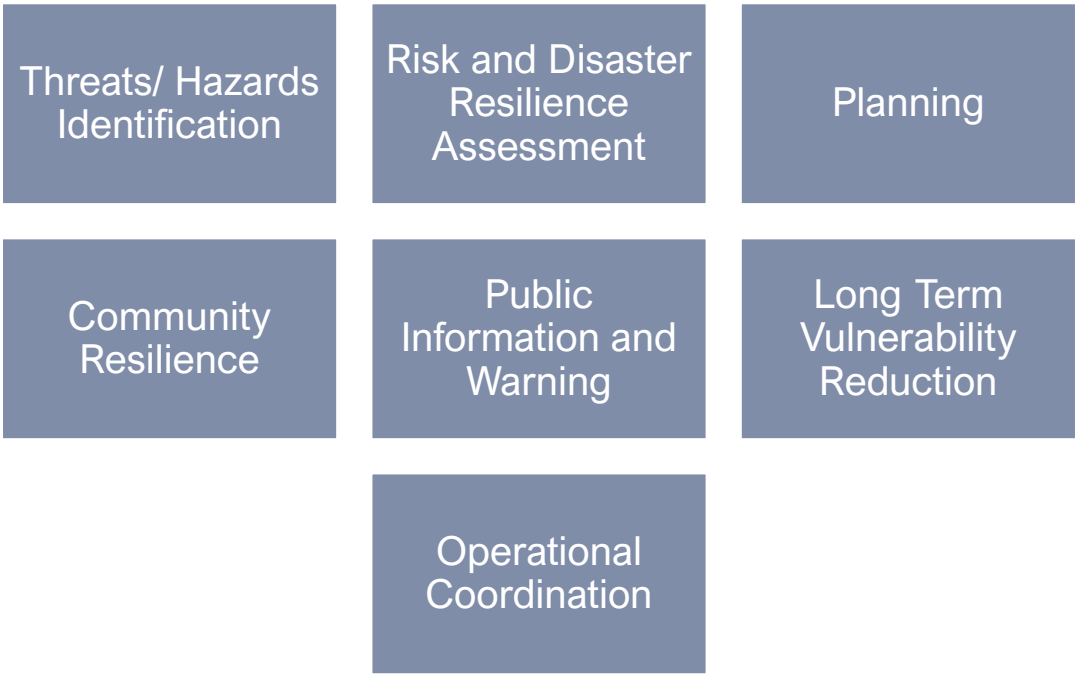


Figure 4 Mitigation Core Capabilities

The *National Mitigation Framework* by the Federal Emergency Management Agency (FEMA) provides extensive definitions for each core capability[5]. Application of the core capabilities in the community is achieved through a multitude of coordinating structures. Lee County and its political subdivisions develop and maintain these capabilities through consistent training, regular review of current mitigation principles, participation in industry workshops, and maintenance of plans, policies, and procedures related to mitigation activities. Continual maintenance of the *Hazard Identification and Risk Assessment*, the *Joint Local Mitigation Strategy*, and respective comprehensive emergency management plans and recovery plans ensure that these capabilities are

[5] Federal Emergency Management Agency (June 2016), *National Mitigation Framework* (2nd ed.), pp. 2, 17-30

integrated fully with the planning area community.

Lee County and its political subdivisions use mitigation capabilities to address risks across all elements of the community. This includes economic systems, health and social services, housing inventory and markets, cultural resources, and the built and natural environments. In this way, the framework is applied consistently and across all facets of the planning area, including areas of comparatively high social vulnerability and areas traditionally underrepresented.[6]

Core Capability: Threats/Hazard Identification

This capability entails the continual identification and assessment of threats and hazards to people, property, and the environment in Lee County and its political subdivisions. As part of this capability, mitigation planners and participants identify data requirements, develop and analyze relevant data, deploy long-term monitoring schemes, share appropriate data, build cooperation between different community systems, and translate data into meaningful and actionable information.

The framework incorporates this capability through the *Hazard Identification and Risk Assessment*.

Core Capability: Risk and Disaster Resilience Assessment

This capability involves gaining an understanding of the planning environment, particularly with regards to community risks and resilience against the onset of hazardous events. Using this capability means evaluating threats, hazards, vulnerabilities, consequences, needs, and resources to define and prioritize mitigation actions.

The framework incorporates this capability through the *Hazard Identification and Risk Assessment*, which includes an extensive community profile examining the geography, economy, and demography of Lee County and its political subdivisions.

Core Capability: Planning

This capability applies combines the outcomes of the previous two capabilities with planning principles to address community needs. This capability involves embedding risk-based decisions into planning processes across all areas of emergency management and working through means that invite whole-community engagement. To

[6] Federal Emergency Management Agency (2016), *National Mitigation Framework* (2nd ed.), p. 16

develop and use this capability, the framework relies upon the expertise, knowledge, and systems in place in the planning area that support planning best practices.

The framework incorporates this capability through the *Hazard Identification and Risk Assessment*, the *Joint Local Mitigation Strategy*, and other efforts, such as those discussed in the Plan Integration section of this document.

Core Capability: Community Resilience

This capability centers on strengthening areas of the community, such as the economy, health and social services, housing, cultural resources, and the built and natural environments, to better withstand and/or recover from hazardous events. Employing this capability involves understanding the community, knowing what are the risks are from hazards, communicating risk and risk reduction information, fostering a cultural of cooperation, and promoting mitigation and resilience thinking.

The framework incorporates this capability through leadership commitment to resilience, collaboration between stakeholders, mitigation partnerships, training and education, and public outreach.

Core Capability: Public Information and Warning

This capability facilitates risk-informed decision-making by individuals, households, organizations, and jurisdictions. The capability entails internal and external communication between stakeholders, exchanges of analytical findings, outreach initiatives, education, and consensus building. Communities empowered with this capability are marked by a continuous flow of risk and hazard information among all stakeholders.

The framework incorporates this capability through stakeholder engagement throughout the development, implementation, maintenance, and revision processes for the *Hazard Identification and Risk Assessment* and the *Joint Local Mitigation Strategy*. The capability is also developed and used through public information initiatives, such as hazard-specific seminars and outreach events. Lee County and its political subdivisions also make extensive use of alert and warning tools, such as AlertLee, LeePrepares, and traditional and social media.

Core Capability: Long-Term Vulnerability Reduction

This capability encapsulates the principles and activities of other core capabilities to produce risk-reduction outcomes in the community. Building long-term vulnerability

reduction involves broadening the acquisition and use of insurance, developing emergency preparedness at the individual and household level, advancing projects and activities that result in risk reduction and not just shifted risk, planning, integrating mitigation into buildings codes and ordinances, and so forth.

The framework incorporates this capability through mitigation strategies, projects, activities, and initiatives. The capability is also included in the framework through building code and ordinance implementation and enforcement. For example, the Lee County Department of Public Safety – Emergency Management has a role in reviewing proposed developments in unincorporated portions of the county to ensure compliance with building requirements related to construction in coastal high hazard areas, as well as relate to emergency preparedness plans for residential construction.

Core Capability: Operational Coordination

This capability is the ability to integrate mitigation strategies, principles, and activities into the daily operations of the community and its constituent parts. In this way, mitigation leaders and practitioners are able to connect with communities of interest, practice, and expertise. This capability drives the implementation of other core capabilities and aligns efforts in a way that institutes whole-community mitigation in Lee County and its political subdivisions.

The framework incorporates this capability through the Local Mitigation Strategy Working Group and the Disaster Advisory Council.

Mitigation Priorities

While developing and using mitigation capabilities and in pursuit of mitigation goals and objectives, Lee County and its political subdivisions focus on:

- Preventative activities that focus on reducing the risk to people, property, and the environment from identified hazards.
- Property protection activities to reduce or avert property damage on a building-by-building or parcel basis.
- Natural resource protection activities to preserve or maintain natural areas.
- Emergency services measures or activities, taken during any disaster incident caused by a hazard, which reduces the hazard's impact.
- Structural projects that minimize or wholly reduce a hazard's impact.
- Public information activities that advise property owners, potential property

owners, and visitors about hazards and ways to protect people and property.

- Pre- and post-disaster redevelopment and mitigation policies and procedures designed to reduce or avert the jurisdictions' potential for risks from future hazards.

Short-Term Mitigation

Short-term mitigation activities are achieved through emergency preparedness and response plans, policies, procedures, and operations. Lee County works with various partners to identify, retrofit, and maintain facilities that can be used as emergency shelters to move affected or potentially-affected people out of harm's way. The county, its municipalities, special districts, and state and federal entities consistently develop, train, and exercise coordination so that in times of hazardous incidents, life safety measures can be taken as soon as possible to save lives. This same coordination enables relevant stakeholders to expeditiously allocate and apply resources to protect the environment.

Other examples of short-term mitigation through response operations include initial and comprehensive damage assessments, needs assessments, utility restoration, search and rescue, and supply distribution. Public information immediately before, during, and after the onset of one or more hazards helps to reduce risk exposure to the community. Ultimately, effective preparation for and execution of response operations limits the risks and consequences of hazards when they occur.

Similarly, Lee County and its political subdivisions develop and (when needed) execute a recovery framework that renders aid to those affected by hazardous incidents. Rapid and effective recovery minimizes the long-term consequences of hazards in numerous ways. Recovery includes efforts such as post-disaster recovery, financial and economic relief, reconstruction, goods and services provisions, physical and mental health services, and so forth. The recovery framework also addresses the application of volunteered goods and services to areas of the community in need. Through a collaborative, well-executed recovery, members of the community affected by disaster, be they private, commercial, or otherwise are more resilient than they would be otherwise.

Important vehicles for short-term mitigation in Lee County and its political subdivisions include the following:

- *Hazard Risk and Identification Assessment*
- *Lee County Comprehensive Emergency Management Plan*
    - Supporting plans, policies, standard operating guides, standard operating procedures, and checklists
- *Lee County Disaster Recovery Plan*
- *Lee County Training and Exercise Plan*
- County and municipal public education and outreach programs

Long-Term Mitigation

Long-term mitigation incorporates short-term mitigation activities with those that occur in the community continuously, regardless of whether a specific hazard has happened or not. Whereas response operations are tailored to a specific real-world instance of a hazard, long-term mitigation activities include drafting ordinances, constructing resilient buildings, retrofitting the built environment, and so forth. Moreover, it includes long-term projects following hazardous incidents, such as applying for and implementing hazard mitigation funds to install generators and reinforce buildings following a hurricane.

Lee County and its political subdivisions make use of building codes and land use ordinances to build mitigation in to the built and natural environments. These entities also participate in local and regional planning and engineering projects to study natural phenomena (such as water flow) and its interaction with people, economics, and the built environment. Recommendations for additional or revised codes and ordinances come from these efforts, as do proposals and designs for mitigation projects.

Other elements of the framework's long-term mitigation include participation in the National Flood Insurance Program's Community Rating System and public outreach programs. Each jurisdiction maintains and addresses floodplain areas and coordinates NFIP initiatives, strategies, and information with policyholders. Jurisdictions identify repetitive-loss properties and develop and implement strategies and actions to buyout those locations or assist with retrofitting. Outreach programs, such as annual hurricane seminars, educate residents on the area's identified hazards. These outreach programs provide residents with personal and family preparedness guidelines, which in turn build community resiliency, and resources for use during and after disasters.

Reducing long-term vulnerabilities, combined with continuity of operations and recovery planning before a disaster, increase resiliency and the likelihood that communities and organizations can perform essential functions and deliver core capabilities after an

event. In addition to other avenues, the mitigation framework institutes short- and long-term mitigation initiatives through the Mitigation Action Plan, which is provided in Chapter 3 of this strategy.

Goals and Objectives

The *Joint Local Mitigation Strategy* establishes six goals for Lee County and its political subdivisions to achieve over the next five years. Each goal has a number of objectives associated with them. Lee County, its municipalities, and respective stakeholders work in coordinated fashion with another to accomplish this strategies goals and objectives and thus reduce the negative outcomes of future hazardous incidents.

Goal 1

1. Reduce community risk and vulnerability to hazards.

    1.1. Evaluate and recommend changes to county and municipal codes and ordinances related to structural mitigation.

    1.2. Identify and develop mitigation actions and/or projects for each participating jurisdiction.

    1.3. Update and revise the Mitigation Projects List on a quarterly basis.

    1.4. Update the community and hazard profiles in the *Hazard Identification and Risk Assessment* annually.

    1.5. Conduct a survey of community vulnerability through established working groups and incorporate results into the *Hazard Identification and Risk Assessment* and the *Local Mitigation Strategy*.

    1.6. Hazard-proof existing and proposed critical facilities and registered historic structures, with regards to location and construction.

Goal 2

2. Coordinate and support efforts to reduce or eliminate repetitive loss.

    2.1. Develop projects and/or actions to acquire/relocate or retrofit repetitive loss properties.

    2.2. Conduct an examination of enacting development standards for the Wildland Urban Interface.

2.3. Develop and implement a program to reduce homeowner insurance policy rates on new construction.

2.4. Maintain or improve the Community Rating System score for Lee County and its political subdivisions over the next five years.

Goal 3

3. Support natural resource protection activities that preserve or maintain natural areas.

3.1. Conduct wetland coordinating/evaluation programs with state and water management agencies.

3.2. Enforce erosion sedimentation and control regulations that reduce how much sediment enters natural areas when development takes place.

3.3. Protect and restore the ecological functions of wetland systems to ensure their long-term environmental, economic, and recreational values include hazard mitigation practices.

3.4. Promote the use of agricultural practices that are compatible with the protection of natural systems.

Goal 4

4. Improve mitigation through response operations during and after the onset of a hazard.

4.1. Incorporate revisions in the *Hazard Identification and Risk Assessment* with preparedness and response activities across all jurisdictions.

4.2. Reduce the community's hurricane shelter-space deficit.

4.3. Identify and fund critical facilities in need of improved mitigation.

4.4. Increase flood-resistance among critical facilities located in Coastal High Hazard Areas.

4.5. Integrate short-term mitigation priorities with comprehensive emergency management plans and recovery plans.

Goal 5

5. Improve community coordination for mitigation.

5.1. Catalogue mitigation-related ordinances, codes, policies, and plans to ensure up-to-date integration of all documents.

5.2. Integrate mitigation priorities, goals, and objectives across jurisdictional programs, policies, plans, and procedures.

5.3. Incorporate project management guidance and tools into mitigation initiatives and activities.

5.4. Engage with additional mitigation partners to develop better relationships, understanding, and communication.

Goal 6

6. Coordinate and implement public information programs and activities regarding hazards and mitigation.

6.1. Develop and carry out public information programs for hazard mitigation that emphasize its direct benefits to citizens, including the public and private sector.

6.2. Send annual information to repetitive loss owners on mitigation principles and improvements.

Chapter 3 Mitigation Action Plan

This chapter sets forth activities that will be undertaken by Lee County and its political subdivisions to mitigate the probability and consequences of hazardous events. The chapter describes the coordinating structures that will develop, implement, and monitor the mitigation activities. It lays out the role and responsibilities of the Local Mitigation Working Group and the Lee County Department of Public Safety – Emergency Management in executing and monitoring the mitigation action plan. The chapter concludes with enumerating what mitigation activities will be initiated and completed by the framework and its participating coordinating structures.

Mitigation Actions

The *Local Mitigation Strategy* assigns actions to each of its objectives. The actions are specific efforts that are currently being done or will be undertaken by Lee County and its political subdivisions to reduce risks and vulnerabilities to hazards. To direct the implementation of the strategy, these listed actions entail specific items that are measurable, time-delineate (by year and quarter), and assigned to an organization or position for accountability purposes. Each item is also associated with one or more hazards identified and assessed in the *Hazard Identification and Risk Assessment*.

As the Working Group and other stakeholders implement the *Joint Local Mitigation Strategy*, the actions listed in the plan will be updated to reflect completed, deferred, or ceased actions. New action items will be added as the community works toward completing its mitigation goals and objectives. When all needed actions for a given objective are completed (including any future items added after dissemination of this document), the objective will be considered achieved.

The Local Mitigation Strategy Working Group Chairperson maintains a current list of mitigation actions, which are shared with mitigation stakeholders

Mitigation Projects

Whereas mitigation actions are specific, time-delineated activities that various community systems at once, mitigation projects are specific structural mitigation endeavors that reduce risk and vulnerability in the built environment. Mitigation projects in this sense allow the framework a means to give particular focus to new and existing buildings and infrastructure. Mitigation actions may not require dedicated funds for

implementation; conversely, mitigation projects invariably require funding sources to procure goods and services for completion. In this manner, projects are often identified, developed, and held in waiting until funds are made available, such as through the Hazard Mitigation Grant Program (HMGP).

Because of the need for funding, which is oftentimes limited, the Working Group prioritizes mitigation projects. Prioritization uses a standardized process of scoring proposed projects according to a schedule of criteria that, taken together, ensure projects that provide the greatest and broadest benefit to risk and vulnerability reduction are prioritized over those with comparatively less benefit. The following constitutes the criteria used by the Working Group to assess, score, and rank proposed mitigation projects:

- Addressed in Community Comprehensive Plans, Programs and Policies
- Consistent with existing regulatory framework
- Probability of funding
- Community Rating System Credit
- Community Benefit
- Community Exposure to identified hazard
- Level of Public Demand, County wide
- Complexity of Implementation
- Estimated Ratio of Benefit vs. Cost: (FEMA cost benefit analysis preferred)
- Critical Service Improvement
- Time frame to complete project

Jurisdictions proposing projects complete a standardized form, which includes a description of the project, estimated cost, and information addressing each criterion. The Working Group reviews and assesses the completed forms, discusses the proposed project with the sponsoring jurisdiction, and then as a body determines the level of public demand. If the Working Group accepts the proposal, the project is added to the Mitigation Project List, with its overall rank determined by its total score (based on answers to the criteria mentioned above). Rejected projects can be revised and revisited by sponsoring jurisdictions, if they so choose. Figure 5 below illustrates this process.

Hurricane shelter projects go through an additional set of parameters that evaluates such factors as: storm surge vulnerability, building construction, increase in shelter capacity, and project cost effectiveness.

Any projects submitted for federal funding also include a cost benefit analysis using approved methodology and consider dollars lost to the community.

The current version of the list and data related to it are stored on a database maintained by the Local Mitigation Strategy Working Group Chairperson.

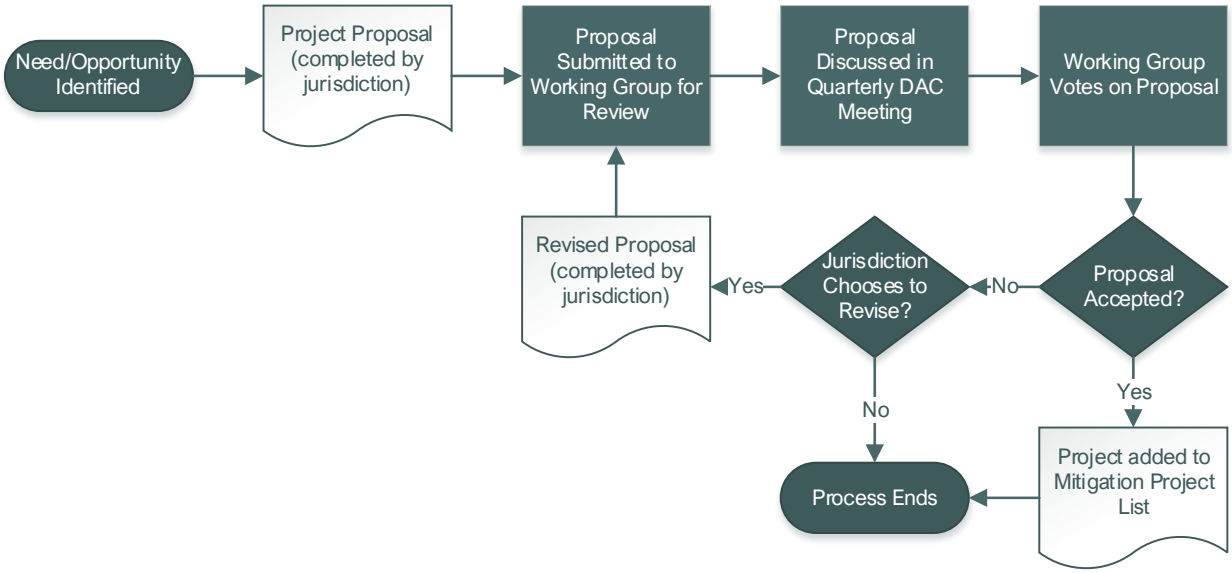


Figure 5 Process for Proposed Mitigation Action Acceptance/Denial

Chapter 4 Review and Maintenance

This chapter describes how the *Joint Local Mitigation Strategy* will be maintained during its implementation and reviewed and updated. The chapter addresses the manner in which the framework monitors progress of mitigation goals and objectives and disseminate such information throughout the community. It outlines the method used to evaluate progress, identify issues, address community needs, and leverage new opportunities for reducing risk and vulnerability. The chapter concludes by briefly summarizing how the strategy and this document will be maintained on an annual basis and references the *Joint Local Mitigation Strategy Project Management Plan* and its role in ensuring the strategy is kept current.

Monitoring and Control

The Local Mitigation Strategy Working Group Chairperson coordinates and communicates with Working Group members to monitor progress of the Mitigation Action Plan and the Mitigation Project List. The Chairperson maintains a database that tracks data related to action and project implementation, progress, and conclusion. At least once a quarter, the Chairperson contacts members of the Working Group to receive progress reports. In instances where project actions involve coordination with stakeholders not participating in the Working Group, the Chairperson works with those tasked with managing such coordination to receive similar progress reports.

Lee County Department of Public Safety – Emergency Management submits an annual report to the State of Florida Division of Emergency Management (per Administrative Code 27P-22). This report is due the last working weekday of each January and addresses the strategy, the Mitigation Action Plan, the Working Group, and other elements of the framework.

Evaluation

At least once a quarter, the Chairperson will distribute to the Working Group a Mitigation Action Plan Progress Report and a Mitigation Project List Progress Report. At each quarterly meeting of the Disaster Advisory Council (DAC), the Working Group discusses the progress reports and any needed or recommended changes to the *Joint Local Mitigation Strategy*. As Lee County and its political subdivisions maintain a continual assessment of the community and its risk and vulnerability reduction needs, the Working Group adds new mitigation actions and/or projects to the *Joint Local Mitigation Strategy*

as needs are identified or opportunities present themselves. The Working Group also considers any recent public input on mitigation during each quarterly DAC meeting.

Update Schedule

The *Joint Local Mitigation Strategy* is reviewed, revised, and distributed on an annual basis. The process and schedule for this is detailed in the *Joint Local Mitigation Strategy Project Management Plan*[7].

Community Involvement

The Working Group works with each participating jurisdiction to engage with the community on mitigation issues. Engagement includes soliciting community feedback during outreach activities, as well as providing mechanisms for general public input (such as community-wide surveys). Engagement also is achieved through coordination activities with the coordinating structures mentioned previously in this document. More detailed information related to continual community involvement is addressed in the *Joint Local Mitigation Strategy Project Management Plan* (version 2022).

[7] The next update and revision to this document is addressed in the *Joint Local Mitigation Strategy Project Management Plan* (version 2022)

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-059
April 20, 2022

REQUESTED MOTION: Approve contract renewals for CrowderGulf Disaster Recovery and Debris Management for debris removal services and with Thompson Consulting Services to provide disaster debris removal monitoring for an additional term of one year.

REQUESTOR: Matt Feeney, Assistant City Manager; Tony Backhurst, Neighborhood Services Director

AGENDA: Consent

STRATEGIC PRIORITY: #3 Strengthen City Finances, #5 Community Aesthetics

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BACKGROUND:

In September 2017, the City, as an End User under the County's contract, entered into agreements with CrowderGulf Disaster Recovery and Debris Management for post-disaster debris removal and with Thompson Consulting Services for debris removal monitoring. The County's procurement provided the authority for the City to utilize the same terms and conditions for these services.

As we approach hurricane season, staff recommends that we renew these contracts for one additional year to ensure FEMA-compliant services are available in the City, if needed. Approval would ensure debris monitoring services until April 2023.

STAFF RECOMMENDATION: Approve both contract renewals for a term of one year.

ATTACHMENTS:

1. Letter of Authorization from Lee County
2. CrowderGulf Renewal and Original Agreement
3. Thompson Consulting Services Renewal and Original Agreement

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REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Tony Backhurst

Council Action: Approved __ Denied __ Deferred ___ Other_____

Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

March 31, 2022

Via Electronic and US Mail

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34134

Subject: Utilizing Lee County's Disaster Recovery and Monitoring Contracts

Dear Mr. Feeney,

Lee County Solid Waste has reviewed the City of Bonita Spring's request to utilize the following Lee County Board of County Commissioners approved contracts to procure services relating to disaster recovery:

RFP160257LAC Disaster Recovery Services for Lee County

- Primary Vendor: Crowder Gulf Joint Venture Inc.
  Contract number: RFP16-7753

- Secondary Vendor: DRC Emergency Services, LLC
  Contract number: RFP16-7754

RFP220330BJB Disaster Debris Monitoring for Lee County

- Primary Vendor: Thompson Consulting Services, LLC

Lee County Solid Waste hereby grants authorization for the City of Bonita Springs to utilize these contracts as part of the purchasing cooperative agreement through the interlocal agreement between the City of Bonita Springs and Lee County Board of County Commissioners.

Respectfully,

Douglass L. Whitehead
Director
Lee County Solid Waste

cc: Glen Salyer, Assistant County Manager
Mary Tucker, Procurement Director

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E.
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

April 05, 2022

Ms. Arleen Hunter
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Re: Contract Renewal for Disaster Recovery Services

Dear Ms. Hunter:

CrowderGulf has been providing the City of Bonita Springs Disaster Recovery Services per the agreement executed on September 06, 2017 under the same terms and conditions as the Lee County contract. The term of Lee County's Contract is for a three (3) year period. The County reserves the right to renew the agreement for up to three (3) additional one (1) year periods, upon mutual written agreement of both parties. On December 28, 2021 Lee County entered into its third renewal option for this contract for an additional one (1) year period through May 10, 2023.

If the City of Bonita Springs is in agreement to renew this contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of May 10, 2023.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City of Bonita Springs requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at the CrowderGulf Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

Ashley Ramsay-Naile

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Bonita Springs, FL

_____
Signature

_____
Name/Title

_____
Date

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

June 19, 2017

Mr. Matt Feeney
Public Works Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

via: matt.feeney@cityofbonitasprings.org

Re: Agreement for Disaster Recovery Services

Dear Mr. Feeney:

Please allow this letter to serve as CrowderGulf's commitment to provide Disaster Recovery Services to the City of Bonita Springs under the same terms and conditions as the Lee County contract. The City of Bonita Springs agreement will begin upon approval of this letter and will expire on May 10, 2020 with the option to renew for an additional three (3) one-year terms in accordance with Lee County.

The City of Bonita Springs will receive the same level of support and pricing as stated in the Lee County contract. The City of Bonita Springs agreement will be administrated independently of Lee County and all issues will be handled direct with CrowderGulf. Please acknowledge the acceptance of this agreement by signing and returning a copy of this letter for our files.

Thank you for this opportunity and we look forward to working with you in the future if our services are requested. If you have any questions, or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at the CrowderGulf Disaster Administration Office at 800-992-6207 or jramsay@crowdergulf.com.

Best regards,

John Ramsay
President

APPROVED BY: City of Bonita Springs, FL

Signature: _____

Name/Title: Carl Schwing, City Mgr

Date: 9/6/17

BSC-17-09-125

Contract # 7753

Board App 4-18-17

AGREEMENT FOR
Disaster Recovery Services for Lee County

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Crowder-Gulf Joint Venture, Inc., a Florida corporation, whose address is 5435 Business Parkway, Theodore, AL 36582, and whose Federal tax identification number is 01-0626019, hereinafter referred to as "Vendor".

WITNESSETH

WHEREAS, the County intends to purchase Disaster Recovery Services from the Vendor in connection with "RFP160257LAC, Disaster Recovery Services for Lee County" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, Request for Proposals No. RFP160257LAC on November 4, 2016; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 18, 2017; and,

WHEREAS, the County selected the Vendor to be the primary vendor for the services, to be used so long as the Vendor is able to perform the required services. Should the Vendor be unable to perform the required services, or if the size and scope of any particular project or projects are too large for the Vendor to complete the work within the County's specifications, the County may utilize the services of the secondary vendor awarded under RFP160257LAC; and

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications, Technical Specifications, and Supplementary Conditions sections of RFP160257LAC, a copy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor

041811R Item C 15

shall comply strictly with all of the terms and conditions of RFP160257LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a three (3) year period. The County reserves the right to renew this Agreement for up to three (3) additional one (1) year periods, upon mutual written agreement of both parties.

B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to RFP160257LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.

B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

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

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective. The vendor has assigned the following personnel to this contract/project: John Ramsay, Raymond "Buddy" Young, Ashley Ramsay-Naile, Margaret R. Wright, John Campbell, Gary Jones, Brian Smallwood, Eric Hall, Reid Loper, Nick Pratt, Barrett Holmes, Leigh Anne Ryals, Jeff Zemlik, Charlie Hunter, John Wilson, Amber Ramsay, and Gina Walley.

C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for

completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit A) and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	John Ramsay	Names:	Roger Desjarlais	Mary Tucker
Title:	President & CEO	Titles:	County Manager	Director of Procurement Management
Address:	5435 Business Parkway	Address:	P.O. Box 398	
	Theodore, AL 36582		Fort Myers, FL 33902	
Telephone:	800-992-6207	Telephone:	239-533-2221	239-533-8881
Facsimile:	251-459-7433	Facsimile:	239-485-2262	239-485-8383
E-mail:	jramsay@crowdergulf.com	E-Mail:	rdesjarlais@leegov.com	mtucker@leegov.com

H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. RFP160257LAC
4. Vendor's Submittal in Response to RFP160257LAC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Mary Challeil Turner

Print Name: Mary Challeil Turner

Crowder-Gulf Joint Venture, Inc.

Signed By:

Print Name: John Ramsay

Title: President

Date: Feb. 24, 2017

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:
CHAIR

DATE: 5/11/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Theresa King
DEPUTY CLERK

SEAL

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY:
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF SERVICES

The Vendor shall provide all products and services set forth in the Detailed Specifications, Technical Specifications, and Supplementary Conditions sections of RFP160257LAC, attached hereto as Attachment 1 to Exhibit A. Work will be authorized by the County on an as-needed basis at the sole discretion of the County.

EXHIBIT B
FEE SCHEDULE

The County shall pay the Vendor for actual work performed under this Agreement at the labor rates provided below. Rates are fully burdened and include, but are not limited to, overtime, all taxes, benefits, handling charges, over head, profits, per diem, and fuel costs. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the Vendor.

SCHEDULE OF VALUES

RFP160257LAC, Disaster Recovery Services for Lee County

Section A

Core Services, Stumps, Hazardous Limbs, & Tree Removal

Proposer Name: CrowderGulf Joint Venture, Inc.

Contact Person: John Ramsay, President & CEO

***Example Quantities* and Extended pricing will be utilized for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the RFP.**

Proposer is required to complete all fields shaded in green and calculate price extension based upon estimated Qty.

Item No.	Description of Service	Unit	Unit Price
Core Services: Debris Removal, Management, & Site Services			
1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS)	CY	$7.50
2	Debris Removal from Debris management Sites (DMS) and Hauling to Final Disposal Site (NOTE 1 & 2) **NOTE	CY	$4.20
3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2) **NOTE	CY	$9.00
4	Cost per mile for alternate disposal sites outside of Lee County. (Note 1& 2)	Cost /Mile	$0.05
5	Management of Debris Management Sites (DMS) (Note 4&5)	CY	$1.15
6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site	CY	$2.50
7	Processing (Burning) of Debris at DMS or Final Disposal Site	CY	$1.80
8	Pick Up and Haul of White Goods to Disposal Site within County (NOTE 1)	UNIT	$40.00
9	Pick Up and Disposal of Hazardous Material	LB	$5.00
10	Freon Management and Recycling Note: 7	UNIT	$32.00
11	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	$40.00

EXHIBIT B
FEE SCHEDULE

Item No.	Description of Service	Unit	Unit Price
Stump Extractions include: Removal & Hauling to disposal of hazardous stumps resulting from trees growing on the public right-of-way (ROW). Stumps placed at the ROW by others are considered debris: See Note 6			
12	>24 inch diameter to 47.99 inch diameter Note:7	Per Stump	$200.00
13	48 inch diameter and greater Note:7	Per Stump	$300.00
14	On site stump grinding including filling hole with wood chips (Note:7)	Per Inch	$7.00
Item No.	**Description of Service**	**Unit**	**Unit Price**
Hazardous Limb Removal (After Initial 70 hour Period)			
15	Storm Damaged Hazardous Limb Removal (Note 7)	Per Tree	$90.00
Item No.	**Description of Service**	**Unit**	**Unit Price**
Storm Damaged Hazardous Tree Removal: Diameters of trees are measured at breast height (Prices include removal of tree to ROW for collection as debris and flush cutting stumps to ground level) (See Note 7)			
16	Trees that require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW)		
	6" to 12.99" diameter	Per Tree	$60.00
	13" to 23.99" diameter	Per Tree	$170.00
	> 24" diameter	Per Tree	$230.00
17	Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)		
	6" to 12.99" diameter	Per Tree	$40.00
	13" to 23.99" diameter	Per Tree	$140.00
	> 24" diameter	Per Tree	$225.00
18	Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures		
	6" to 12.99" diameter	Per Tree	$30.00
	13" to 23.99" diameter	Per Tree	$80.00
	> 24" diameter	Per Tree	$200.00
19	Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure.		
	6" to 12.99" diameter	Per Tree	$30.00
	13" to 23.99" diameter	Per Tree	$90.00
	> 24" diameter	Per Tree	$180.00

EXHIBIT B
FEE SCHEDULE

NOTES	
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise. **NOTE: This price does not include tipping fee. CrowderGulf will pay tipping fee and back charge County at Cost.
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
3	For a multi-year contract, the prices shown in table 7.1 would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWUR0300SAO) is the established index.
4	Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security.
5	Includes comprehensive management of all debris and debris site, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 4.8 in the scope of services for more detail.
6	All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items 2 through 7.
7	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.
8	Per Section 4.8.10 Debris Disposal found on page 26 of RFP 160257LAC Contractor understands Disposal to be a "Pass-Through" expense therefore our pricing above does not include disposal fees.

SCHEDULE OF VALUES

RFP160257LAC, Disaster Recovery Services for Lee County
Section B: Additional Contract Items
Specialty Removal Categories

Proposer Name: CrowderGulf Joint Venture, Inc.

Contact Person: John Ramsay, President & CEO

Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County

Proposer is required to complete all fields shaded in green.

Item No.	Description of Service	Unit	Unit Price
Specialty Removal : Activities require specific task authorization and include all labor and management of tasks.			
1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.	CY	$12.00
2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2) **NOTE	CY	$6.00

EXHIBIT B
FEE SCHEDULE

3	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2) **NOTE	Unit	$240.00
4	Removal of eligible Vessel from (Land)	LF	$20.00
5	Demolition of Private Structure	CY	$3.00
Item No.	**Description of Service**	**Unit**	**Unit Price**
Restoration: Activities require specific task authorization and include all labor and management of tasks.			
6	Beach/Lake Restoration - Berm/Beach Construction	CY	$10.00
7	Canal Shoreline Restoration	LF	$7.00

NOTES

1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise. **NOTE: This price does not include tipping fee. CrowderGulf will pay tipping fee and back charge County at Cost.
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
3	Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security.
4	Includes comprehensive management of all debris and debris site, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 4.8 in the scope of services for more detail.
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

SCHEDULE OF VALUES

RFP160257LAC, Disaster Recovery Services for Lee County
Section C: Additional Contract Items
Specialized Labor & Work Crews

Proposer Name: CrowderGulf Joint Venture, Inc.

Contact Person: John Ramsay, President & CEO

Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County
Proposers are required to complete all fields shaded in green.

LABOR RATES: Labor rates listed in this category are used for Negotiated & Special Services Tasks ONLY. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates

EXHIBIT B
FEE SCHEDULE

	LABOR CATEGORY	Unit	Unit Price
Specialized Labor and Work Crews	Field Supervisor with truck and cell phone	Hourly	$50.00
	Administrative Assistant	Hourly	$32.00
	Heavy Equipment Operator	Hourly	$40.00
	Tool Operator (Chainsaw)	Hourly	$32.00
	Laborer w/ small tools	Hourly	$28.00
	Hazardous Material Worker w/ gear	Hourly	$60.00
	Mechanic w/truck and tools	Hourly	$70.00
	Tree Climber w/ chainsaw and gear	Hourly	$98.00
Work Crew Category (typical crew makeup for "First 70 hrs" Operation	Wheel Loader w/ operator, 2.5cy, Forman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work crew	$245.00

SCHEDULE OF VALUES

RFP160257LAC, Disaster Recovery Services for Lee County
Section D: Additional Contract Items
Equipment

Proposer Name: CrowderGulf Joint Venture, Inc.

Contact Person: John Ramsay, President & CEO

Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County

Proposers are required to complete all fields shaded in green

No.	EQUIPMENT	SPECIFICATION	CAPACITY	HP	NOTES	RATE PER HOUR
1	Aerial Lift, Self Propelled	Max Platform Ht	37 ft	to 15	Articulated, telescoping, scissor	$40.00
2	Aerial Lift, Self Propelled	Max Platform Ht	60 ft	to 30	Articulated, telescoping, scissor	$50.00
3	Aerial Lift, Self Propelled	Max Platform Ht	70 ft	To 50	Articulated, telescoping, scissor	$65.00
4	Aerial Lift, Self Propelled	Max Platform Ht	125 ft	To 85	Articulated, telescoping, scissor	$100.00
5	Aerial Lift, Self Propelled	Max Platform Ht	150 ft	to 130	Articulated, telescoping, scissor	$140.00

EXHIBIT B
FEE SCHEDULE

6	Aerial Lift, Truck Mounted	Max Platform Ht	25 Ft		Articulated, telescoping, scissor	$50.00
7	Aerial Lift, Truck Mounted	Max Platform Ht	50 Ft		Articulated, telescoping, scissor	$75.00
8	Aerial Lift, Truck Mounted	Max Platform Ht	75 Ft		Articulated, telescoping, scissor	$100.00
9	Aerial Lift, Truck Mounted	Max Platform Ht	100 Ft		Articulated, telescoping, scissor	$125.00
10	Breaker, Hand-Held Pavement	Weight	25 - 90 lbs			$25.00
11	Breaker, Pavement			to 70		$35.00
12	Breaker Pavement			to 105		$45.00
13	Breaker, Pavement			to 137		$55.00
14	Breaker, Pavement					$60.00
15	Bucket, Clamshell	Capacity	1.0 CY			$20.00
16	Bucket, Clamshell	Capacity	2.5 CY			$30.00
17	Bucket, Clamshell	Capacity	5.0 CY			$40.00
18	Bucket, Clamshell	Capacity	7.5 CY			$60.00
19	Chain Saw	Bar Length	16 Inch			$8.00
20	Chain Saw	Bar Length	25 inch			$8.00
21	Chain Saw Pole	Bar Size	18 inch			$8.00
22	Chipper, Brush	Chipping Capacity	6 inch	to 35	Trailer mounted	$50.00
23	Chipper, Brush	Chipping Capacity	12 inch	to 60	Trailer mounted	$75.00
24	Chipper, Brush	Chipping Capacity	16 Inch	to 100	Trailer mounted	$125.00
25	Chipper, Brush	Chipping Capacity	18 inch	to 125	Trailer mounted	$150.00
26	Chipper, Brush	Chipping Capacity	18 inch	to 200	Trailer mounted	$300.00
27	Chipper, Brush	Chipping Capacity	19 inch	to 300	Trailer mounted	$350.00
28	Chipper, Brush	Chipping Capacity	19 inch	to 450	Trailer mounted	$400.00
29	Chipper, Brush	Chipping Capacity		to 650	Trailer mounted	$450.00
30	Crane	Max Lift Capacity	8 MT	to 80		$100.00
31	Crane	Max Lift Capacity	15 MT	to 150		$125.00
32	Crane	Max Lift Capacity	27 MT	to 200		$150.00
33	Crane	Max Lift Capacity	45 MT	to 300		$175.00
34	Crane	Max Lift Capacity	70 MT	to 350		$300.00

EXHIBIT B
FEE SCHEDULE

35	Crane	Max Lift Capacity	110 MY	to 450		$400.00
36	Crane, Truck mounted	Max Lift Capacity	17,600 lbs			$80.00
37	Crane, Truck mounted	Max Lift Capacity	33,000 lbs			$100.00
38	Crane, Truck mounted	Max Lift Capacity	60,000 lbs			$125.00
39	Crane, Truck mounted	Max Lift Capacity	120,000 lbs			$200.00
40	Fork Lift	Capacity	6000 lbs	to 60		$50.00
41	Fork Lift	Capacity	12,000 lbs	to 90		$80.00
42	Fork Lift	Capacity	18,000 lbs	to 140		$120.00
43	Fork Lift	Capacity	50,000 lbs	to 215		$150.00
44	Load, Skid-Steer	Operating Capacity	1000 lbs	to 35		$50.00
45	Load, Skid-Steer	Operating Capacity	2000 lbs	to 65		$60.00
46	Load, Skid-Steer	Operating Capacity	3000 lbs	to 85		$65.00
47	Load, Skid-Steer	Operating Capacity	4000 lbs	to 94		$70.00
48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		$50.00
49	Loader, Wheel	Bucket Capacity	1 CY	To 60		$60.00
50	Loader, Wheel	Bucket Capacity	2 CY	To 105		$80.00
51	Loader, Wheel	Bucket Capacity	3 CY	To 152		$95.00
52	Loader, Wheel	Bucket Capacity	4 CY	To 200		$110.00
53	Loader, Wheel	Bucket Capacity	5 CY	To 250		$130.00
54	Loader, Wheel	Bucket Capacity	6 CY	To 305		$140.00
55	Loader, Wheel	Bucket Capacity	7 CY	To 360		$150.00
56	Loader, Wheel	Bucket Capacity	8 CY	To 415		$175.00
57	Loader, Wheel	Bucket Capacity	9 CY	To 470		$200.00
58	Loader, Wheel	Bucket Capacity	10 CY	To 530		$220.00
59	Loader-Backhoe, Wheel	Bucket Capacity	.05 CY	To 40	Loader and Backhoe bucket included	$50.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and Backhoe bucket included	$60.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and Backhoe bucket included	$75.00
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and Backhoe bucket included	$80.00

EXHIBIT B
FEE SCHEDULE

63	Saw, Concrete	Blade Diameter	14 in	To 14		$30.00
64	Saw, Concrete	Blade Diameter	26 in	To 35		$35.00
65	Saw, Concrete	Blade Diameter	48 in	To 65		$50.00
66	Sweeper, Pavement			to 110		$60.00
67	Sweeper, Pavement			To 150		$80.00
68	Sweeper, Pavement			To 200		$100.00
69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	$40.00
70	Trailer, Dump	Capacity	30 CY			$75.00
71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	$50.00
72	Trailer, Equipment	Capacity	30 tons			$80.00
73	Trailer, Equipment	Capacity	40 tons			$90.00
74	Trailer, Equipment	Capacity	60 tons			$100.00
75	Trailer, Equipment	Capacity	120 tons			$110.00
76	Truck, Dump	Truck Capacity	8 CY	To 210		$50.00
77	Truck, Dump	Truck Capacity	10 CY	To 235		$65.00
78	Truck, Dump	Truck Capacity	12 CY	To 255		$65.00
79	Truck, Dump	Truck Capacity	18 CY	To 330		$65.00
80	Truck, Dump	Truck Capacity	28 CY	To 400		$60.00
81	Truck, Dump	Truck Capacity	40 CY	To 460		$70.00
82	Truck, Dump	Truck Capacity	50 CY	To 620		$80.00
83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs	To 150		$25.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs	To 180		$40.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs	To 215		$45.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs	To 250		$50.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs	To 300		$60.00
88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		$70.00
89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		$80.00

EXHIBIT B
FEE SCHEDULE

90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	$110.00
91	Truck, Pickup			To 130		$15.00
92	Truck, Pickup			To 180		$20.00
93	Truck, Pickup			To 230		$25.00
94	Truck, Pickup			To 280		$28.00
95	Truck, Tractor			To 210		$40.00
96	Truck, Tractor			To 265		$55.00
97	Truck, Tractor			To 310		$60.00
98	Truck, Tractor			TO 350		$70.00
99	Tub Grinder			To 400		$300.00
100	Tub Grinder			To 500		$350.00
101	Tub Grinder			To 600		$370.00
102	Tub Grinder			To 700		$400.00
103	Tub Grinder			To 800		$450.00
104	Tub Grinder			To 900		$500.00
105	Tub Grinder			To 1,000		$525.00
106	Light Tower	with 4 500 watt light	w/ 10kw power unit	13.5	Trailer mounted	$160.00
107	Light Tower					$19.00
108	All Terrain Vehicle	6- wheel				$30.00
109	All Terrain Vehicle	4-Wheel - 24"	250cc	15-17		$40.00
110	All Terrain Vehicle	4-Wheel - 24"	300cc	18-20		$50.00
111	All Terrain Vehicle	4-Wheel - 24"	400cc	26-28		$60.00
112	Graders	Moldboard Size	10 FT	to 110	Includes Rigid and Articulate equipment	$45.00
113	Graders	Moldboard Size	12 FT	To 150	Includes Rigid and Articulate equipment	$56.00
114	Graders	Moldboard Size	14 Ft	To 225	Includes Rigid and Articulate equipment	$70.00
115	Powerscreen	1400				$150.00
116	Powerscreen	1700				$160.00

EXHIBIT B
FEE SCHEDULE

117	Powerscreen	2100				$180.00
118	Stacking Conveyor	30 x 60 Portable Hydraulic			Complete Road package	$50.00
119	Water Truck	Tank Capacity	2500 Gal	to 175	Include pump and rear spray	$55.00
120	Water Truck	Tank Capacity	4000 Gal	to 250	Include pump and rear spray	$64.00
121	Loader - Tractor Knuckle boom	Model Barko 595 ML		To 240		$120.00
122	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate	$300.00
123	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	$400.00
124	Clamshell & Dragline, Truck			to 240	Bucket not included in rate	$200.00

EXHIBIT C
INSURANCE REQUIREMENTS

Minimum Insurance Requirements:

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL)
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. The certificate holder shall read as follows:
   Lee County Board of County Commissioners
   P.O. Box 398
   Fort Myers, Florida 33902

   b. "*Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Ver 08/02/2016

ATTACHMENT 1 TO EXHIBIT A

LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1. **GENERAL SCOPE OF WORK**

1.1 The Lee County Board of County Commissioners is requesting proposals from qualified firms, hereafter referred to as Contractor, to establish a pre-need, pre-position contract for a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed.

1.2 Services shall include, but are not limited to: large scale debris removal, separation, staging and disposal, demolition work, construction and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scope as describe herein.

2. **DEFINITIONS**

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.

3. **CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS**

3.1 The contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

3.2 The contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.

3.3 The selected contractor(s) shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The contractors shall be familiar with the County's approved debris management plan.

3.4 No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

3.5 DEAD ANIMALS: Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

4. **INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT**

4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will

generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.

4.2 The County upon contacting the Contractor will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor will also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.

4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.

4.4 The Contractor will be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the contractor shall be available for technical assistance to determine which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR:

5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.

5.2 Prior to the beginning of the each hurricane season, the successful contractor(s) will meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

6. PROPOSAL SECURITY

6.1 Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not necessary.

7. PERFORMANCE AND PAYMENT BOND

7.1 The County reserves the right to require the Contractor to furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

END OF SECTION

ATTACHMENT 1 TO EXHIBIT A

TECHNICAL SPECIFICATIONS

FOR

RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1.0 SERVICES

1.1 Scope of Services:

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris, including hazardous and industrial waste materials; these items and tasks are included in the bid prices provided in the schedule of values (section 7.1) and shall be provided in accordance with the Standards of Performance as set forth in Article 3 of this Contract. Emergency push, debris removal and demolition of structures will be limited to:

a) That which is determined to eliminate immediate threats to life, public health, and safety;
b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by County. Contracted services will only be performed when requested and as designated by County via task order.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

If directed by the County. Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5.

1.4 Right-of-Entry (ROE) Removal *(if Task Authorized by County)*:

Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting Contracted services.

1.5 Demolition of Structures *(if Task Authorized by County)*:

Contractor will remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

1.6 Private Property Waivers:
County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

1.7 Disaster Recovery Technical Assistance:
Contractor will provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

1.8 Vegetative Debris Reduction:
Contractor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day.

1.9 Construction and Demolition (C&D) Debris Reduction:
Contractor will collect, consolidate and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

1.10 Construction and Demolition (C&D) Debris Recycling:
When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc.

1.11 Specialized Crews:
If requested by the County, the Contractor shall provide a dedicated crew to collect specific debris piles that cause health and safety issues around hospitals, public schools or other type properties.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:
Contractor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to County.

2.2 Cost of Services:
Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):
Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by County.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:
Contractor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours following the execution of this Contract. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with County contract administrator. The Contractor shall also consider locating this representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Contractor shall also provide reports on debris removal operational progress as requested.

3.2 Mobilization:
The Contractor shall have sufficient equipment and forces in Lee County within 4 days of "notification to proceed" to begin removal operations at an initial rate of 3,000 cy per day and increasing that rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily rate of 50,000 cy of debris collected. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

3.3 Time to Complete:
Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

3.4 Completion of Work:
Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

4.0 GENERAL RESPONSIBILITIES

4.1 County Obligations:
County shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

4.2 Contractor's Conduct of Work:
Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 Supervision by Contractor:
Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have

full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

4.4 Damages by Contractor:

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the singed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred.

4.5 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Contractor's Ownership of Debris:

Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Contractor's Disposal of Debris:

Unless otherwise directed by County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.8 Debris Management Site (DMS):

4.8.1: Site Setup

Prior to beginning operation at a debris management site, the condition of the site shall be photographed or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass through cost.

4.8.2: Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

4.8.3: Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 4.4.

4.8.4: Site Security

Contractor shall supply 24hour per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur.

Unauthorized debris shall become the responsibility of the contractor and must be disposed of lawfully and without additional costs to the County.

4.8.5 Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of the each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

4.8.6 DMS Debris Removal Operations Plan and Environmental Protection Plan

This plan is to address site setup, pre-use activities, post-use activities and operational activities the plans will include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

4.8.7 Three (3) copies of the plan are required.

The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

4.8.8 All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.

Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

4.8.9 Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

4.8.10 Debris Disposal

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the County, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

4.8.11 Assist Debris Monitoring Consultant in the following:

- Monitoring multiple contractors and multiple trucks delivering materials to the DMS.

- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

4.9 Training:

Contractor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, pre-strike training of County field and supervisory personnel.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by Contractor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 3.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed; e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractors responsibility and repaired at no additional cost to the County as outlined in section 4.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Contractor, and Contractor representatives at a County designated location. A standard measurement form certifying actual physical

measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at anytime be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads, and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring contractor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the contractor when any changes occur at all DMS sites.

5.6 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see http:mutcd.fhwa.dot.gov OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Contractor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by County following consultation and notification to Contractor.

5.9 Hazardous and Industrial Wastes:

Contractor shall provide within 90 days of execution of this contract, their Hazardous and Industrial Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 2.3.1.

5.10 Stumps:

All eligible stumps authorized by the County shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

The Contractor shall backfill the hole left from stump extractions.

A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

5.12 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all

work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.15 Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

5.16 Chain Saw Crews:

Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

5.17 Hazardous Trees:

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.18 Hanging Limbs:

Limbs, authorized as eligible for reimbursement by the County must be:

- Located on improved public property
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.19 Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and may be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 3.4. All equipment must be capable of self-

unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

6.0 REPORTS, CERTIFICATIONS, and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA of other regulations must be documented on each load ticket
- The Contractor shall submit all original load tickets to the County

The Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database where applicable.

6.2 Reports:

Contractor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:

6.2.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by County.

6.2.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or government.

6.3 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

Contractor will maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

7.0 UNIT PRICES and PAYMENTS

(See Attachment - Schedule of Value) - Section A - D

7.1 Core Services, Stumps, Hazardous Limbs & Tree Removal
(See Attachment - Schedule of Value) - Section A

7.2 Specialty Removal & Restoration
(See Attachment - Schedule of Value) - Section B

7.3 Specialized Labor & Work Crews
(See Attachment - Schedule of Value) - Section C

7.4 Equipment
(See Attachment - Schedule of Value) - Section D

7.5 Billing Cycle:

Contractor shall invoice County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

7.5 Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or government agency as ineligible debris and for which the Contractor was not formally authorized to perform by the County.

7.5.1 Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as set out in Section 1.1 of this Contract.

7.5.2 Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, e.g. debris collected from private property or not at the request of the County or its representatives, the load will be directed to an alternate disposal or processing facility. No payment will be approved and Contractor will not invoice County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

7.6 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

7.7 Specialized Services:

Contractor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

END OF SECTION

ATTACHMENT 1 TO EXHIBIT A

SUPPLEMENTARY CONDTIONS
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

1. **TERMINATION FOR CAUSE AND/OR CONVENIENCE:**

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

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

2. **EQUAL EMPLOYMENT OPPORTUNITY:**

2.1 During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. **CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).:**

3.1 Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

3.2 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **CLEAN AIR ACT & FEDEARL WATER POLLUTION CONTROL ACT**

4.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

5. **ENERGY POLICY AND CONSERVATION ACT**

5.1 Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. **SUSPENSION AND DEBARMENT**

6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

6.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

6.3 This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart

C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

7. BYRD ANTI-LOBBYING AMENDMENT

7.1 Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. RECORDS

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

8.2 Contractor shall retain all records associated with contract for three (3) years after final payments and all other pending matters are closed.

9. RECOVERED MATERIALS

9.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

10. REMEDIES

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

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

10.1.2 Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

- requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or

- requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

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

END OF SECTION

No. 192 REVISED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 9/6/2016

PRODUCER

Point Clear Insurance Services LLC
368 COMMERCIAL PARK DRIVE
FAIRHOPE, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: THE GRAY INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:

INSURED

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY OWNER'S & CONTRACTOR'S PROT	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE	Unlimited
					PRODUCTS – COMP/OP AGG	$3,000,000.00
					PERSONAL & ADV INJURY	$1,000,000.00
					EACH OCCURRENCE	$1,000,000.00
					FIRE DAMAGE (Any one fire)	$50,000.00
					MED EXP (Any one person)	$5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT	$1,000,000.00
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT	
					OTHER THAN AUTO ONLY EACH ACCIDENT	
					AGGREGATE	
A	**EXCESS LIABILTY** UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043183	9/1/2016	9/1/2017	EACH OCCURRENCE	$4,000,000.00
					AGGREGATE	$4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPREITOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL, EXCL	GWC-070843-FL3	9/1/2016	9/1/2017	X WC STATU-TORY LIMITS / OTH ER	
					EL EACH ACCIDENT	$1,000,000.00
					EL DISEASE – POLICY LIMIT	$1,000,000.00
					EL DISEASE – EA EMPLOYEE	$1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

CERTIFICATE HOLDER

Lee County Board of County Commissioners, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials
Division of Procurement
1825 Hendry Street
Fort Myers, FL 33901

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE



THE GRAY INSURANCE COMPANY

GCF 00 50 01 01 12

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

A.M. Best Rating Services

The Gray Insurance Company (?)

A.M. Best #: 002621 **NAIC #: 36307** **FEIN #: 720824217**

Mailing Address
P.O. Box 6202
Metairie, LA 70009-6202
United States

View Additional Address Information

Web: www.gravinsco.com
Phone: 504-888-7790
Fax: 504-454-6122

Financial Strength Rating
A.M. BEST
A- Excellent
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 051888 - Gray & Company, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A- (Excellent)
Financial Size Category:	VIII ($100 Million to $250 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 09, 2016
Initial Rating Date:	June 30, 1987

Long-Term Issuer Credit Rating View Definition

Long-Term:	a-
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 09, 2016
Initial Rating Date:	June 19, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Robert Valenta
Senior Director: Gregory T. Williams

Disclosure Information

View A.M. Best's Rating Disclosure Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1987.

Financial Strength Rating

Effective Date	Rating

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
CROWDER-GULF JOINT VENTURE, INC.

Filing Information

Document Number	P02000095020
FEI/EIN Number	01-0626019
Date Filed	09/03/2002
State	FL
Status	ACTIVE

Principal Address

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Changed: 03/20/2007

Mailing Address

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Changed: 03/20/2007

Registered Agent Name & Address

HALL, ERIC
927 GRAND RESERVE DRIVE
DAVENPORT, FL 33837

Name Changed: 03/20/2007

Address Changed: 03/20/2007

Officer/Director Detail

Name & Address

Title MR.

RAMSAY, JOHN PRES
5435 BUSINESS PARKWAY
THEODORE, AL 36582

Title MS.

RAMSAY, ASHLEY VP

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Annual Reports

Report Year	Filed Date
2014	04/08/2014
2015	01/09/2015
2016	02/11/2016

Document Images

02/11/2016 – ANNUAL REPORT	View image in PDF format
01/09/2015 – ANNUAL REPORT	View image in PDF format
04/08/2014 – ANNUAL REPORT	View image in PDF format
01/08/2013 – ANNUAL REPORT	View image in PDF format
03/12/2012 – ANNUAL REPORT	View image in PDF format
04/12/2011 – ANNUAL REPORT	View image in PDF format
03/01/2010 – ANNUAL REPORT	View image in PDF format
04/15/2009 – ANNUAL REPORT	View image in PDF format
02/13/2008 – ANNUAL REPORT	View image in PDF format
03/20/2007 – ANNUAL REPORT	View image in PDF format
04/17/2006 – ANNUAL REPORT	View image in PDF format
04/29/2005 – ANNUAL REPORT	View image in PDF format
04/30/2004 – ANNUAL REPORT	View image in PDF format
03/07/2003 – ANNUAL REPORT	View image in PDF format
09/03/2002 – Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Ver 02/04/2016

Lee County
Southwest Florida
BOARD OF COUNTY COMMISSIONERS

Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

John E. Manning
District One

Cecil L Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

DATE November 30, 2016
SOLICITATION NO.: RFP160257LAC

SUBJECT: ADDENDUM NUMBER 1

REFERENCE: Disaster Recovery Services for Lee County

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

1.	P. 17 states that there is a 30 page limited excluding Required Forms and dividers. Will normal submittals such as Cover letter, Signing Authority, Table of Contents, States Licenses, Bank Reference Letter and Sample Insurance Certificate count towards the page limit?
Answer	**Yes, the items described will count towards the page limit.**

2.	P. 17 states "More than one section is permitted on one page unless otherwise indicated below". Does this mean that two tabs could be combined? For example: Would we put the Introduction and Description of Firm tabs within a tab marked "Tab 1 and 2". If so, I do not see where any tab indicates that it must be separated from another tab. Are there any particular sections that cannot be within the same tab?
Answer	**Two tabs may be combined and should be appropriately marked. (E.G.: Tab 1 & Tab 2)**

3.	Tab 3 Experience and References says "Separate, and in addition to, the experience described above, the Proposer shall provide written documentation indicative of experience in Disaster Recovery projects for a city or county government, with populations exceeding 100,000 completed within the last fifteen (15) years of this proposal, and typical in scope & type of events which occur in Florida". Since this section is marked separate, does this mean it needs to be on a separate page than first two bullets under Tab 3 Experience and References?
Answer	**There is not a requirement that this point be provided on a separate page. "Separate" in this context is used to indicate and emphasize the experience / project examples being provided shall be different than those provided within the previous bulleted request.**

4.	P. 17 Tab 3 Experience and References: Are the two bullet points regarding project experience required to be in the Executive Summary or in addition to it?
Answer	**The two bullet points regarding project experience should be in addition to the Executive Summary.**

5.	P. 18 Tab 4 Company Resources: Facilities, Equipment, & Personnel: Will the required equipment list be counted towards the page limit?
Answer	**Equipment list will count towards the page limit.**

6.	P. 19. Tab 6 Financial Stability: Will the required litigation and bonding capacity letter be counted towards the page limit?
Answer	**Litigation and bonding capacity letter will count towards the page limit.**

7.	Will any addenda issued be counted towards the page limit?
Answer	**Addenda will not count towards the page limit.**

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Lindsay Cepero
Procurement Analyst
Lee County Procurement Management

Ver 08/02/2016

LEE COUNTY
SOUTHWEST FLORIDA

Advertise Date: 11/4/2016

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) (Non-CCNA)

Solicitation No.:	**RFP 160257LAC**		
Solicitation Name:	**Disaster Recovery Services for Lee County**		
Open Date/Time:	**12/7/2016**	Time:	**2:30 PM**
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Lindsay Cepero	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	LCepero@leegov.com
Requesting Dept.	Solid Waste		

Pre-Solicitation Meeting:	
Type:	No meeting scheduled at this time
Date/Time:	N/A
Location:	N/A

All solicitation documents are available for download at
www.leegov.com/procurement

LEE COUNTY
SOUTHWEST FLORIDA

Advertisement Date: 11/04/2016

Notice to Contractor / Vendor / Proposer(s)
RFP 160257LAC, Disaster Recovery Services for Lee County

REQUEST FOR PROPOSAL (RFP NON-CCNA)

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for

RFP 160257LAC, Disaster Recovery Services for Lee County

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Wednesday, December 7, 2016

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901.** The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

There will be no Pre-proposal Conference for this RFP

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Lindsay Cepero, LCepero@Leegov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

**WWW.LeeGov.Com/Procurement* *is the County's official posting site*

Terms and Conditions
Request for Proposal

1. RESPONSES RECEIVED LATE
   - 1.1. It shall be the proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
   - 1.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer's request and expense.
   - 1.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

2. DEFINTIONS
   - 2.1. **Addendum/Addenda**: A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
   - 2.2. **Approved Alternate**: Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
   - 2.3. **Bid/Proposal Package**: A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
   - 2.4. **Bidder/Responder/Proposer**: One who submits a response to a solicitation.
   - 2.5. **County**: Refers to Lee County Board of County Commissioners.
   - 2.6. **Due Date and Time/Opening**: Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
   - 2.7. **Liquidated Damages**: Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
   - 2.8. **Responsible**: A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
   - 2.9. **Responsive**: A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
   - 2.10. **Solicitation**: An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

3. ORDER OF PRECEDENCE
   - 3.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
     - 3.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
     - 3.1.2. Lee County Procurement Management Division Policy and Ordinances
     - 3.1.3. Special Conditions and Supplemental Instructions
     - 3.1.4. Detailed Scope of Work
     - 3.1.5. These Terms and Conditions

4. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES
   - 4.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
     - 4.1.1. Lee County Procurement Policy Manual

4.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

4.1.3. Florida Statutes Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.

4.2. **Local Business Tax**: If applicable, provide with proposal.

4.3. **License(s)**: Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

5. RFP – PREPARATION OF PROPOSAL

5.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.

5.2. The envelope shall include:

5.2.1. One (1) original hard copy of the proposal submittal, manually signed by an authorized representative.

5.2.2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal

5.2.2.1. One single adobe PDF file and should be copied **in the same order as the original hard copy**.

5.2.2.2. Limit the color and number of images to avoid unmanageable file sizes.

5.2.2.3. Use a rewritable CD or flash drive and **do not lock files**.

5.3. **Submission Format**:

5.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.

5.3.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.

5.3.3. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD or Flash drive.

5.3.4. Should not contain links to other Web pages.

5.4. **Preparation Cost**:

5.4.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

6.1. **Responsive and Responsible**: Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.

6.1.1. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.

6.2. **Past Performance**: All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory**: Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory**: Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the proposal is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a

substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.

10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISONS AND DELETIONS

11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.

12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.

13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.

14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

15. CONFLICT OF INTEREST

15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.

15.4. **Business Relationship Disclosure Requirement**: The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non-responsible.**

17. DRUG FREE WORKPLACE

17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

18. MINORITY BUSINESS ENTERPRISE (MBE's) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

18.1. The County encourages the use of Minority and/or Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity and Florida Department of Transportation respectively.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, that furnishing services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status.

19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not

award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP
    20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

21. SUB-PROPOSER/CONSULTANT
    21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES
    22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
        22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
        22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
        22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
        22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
        22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
        22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION
    23.1. **Ranking Method**: Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").
    23.2. **Evaluation Meeting(s)**:
        23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
        23.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
        23.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.
        23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

24. RFP – TIEBREAKER
    24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
        24.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place

rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th rank, will be counted until the tie is broken.

24.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.

24.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, Florida Statutes, shall be deemed the first ranked proposer.

24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.

24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

25. RFP – EVALUATION/ SELECTION COMMITTEE

25.1. The selection of a Construction Manager at Risk (CMAR) shall be by a Selection Committee consisting of five (5) staff representatives, as a minimum, from the appropriate County Departments as approved by the Procurement Management Director or designee.

25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Proposers/Firms to be interviewed.

26. WITHDRAWL OF PROPOSAL

26.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.

26.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:

26.3.1. The proposer acted in good faith in submitting the proposal,

26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,

26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and

26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

27. PROTEST RIGHTS

27.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.

27.2. "Decisions" are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)

27.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.

27.4. In order to preserve your right to protest, you must file a written ***"Notice Of Intent To File A Protest"*** **with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.

27.4.1. The notice must clearly state the basis ad reasons for the protest.

27.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time is granted for mailing.

27.5. To secure your right to protest you will also be required to post a **"Protest Bond"** and **file a written "*Formal Protest*"** document **within 10 calendar days** after the date of "*Notice of Intent to File a Protest*" is received by the Procurement Management Director.

27.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

28.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

29. CONTRACT ADMINISTRATION

29.1. **Designated Contact:**

29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

29.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

29.2. **RFP – Term:**

29.2.1. The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a **three (3) year period.** There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for **three (3), additional one (1) year periods**. The County's performance and obligation to pay under this contract and any applicable renewal options is contingent upon appropriation of funds.

29.3. **RFP – Basis of Award:**

29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

29.4. **Agreements/Contracts:**

29.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at http://www.leegov.com/procurement/forms.

29.5. **Records:**

29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule.

29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.**

29.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

29.6. **Termination:**

29.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)

29.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over $1,000,000:

29.6.5. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

29.6.6. Contractor 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;

29.6.7. Contractor has engaged in business operations in Cuba or Syria;

29.6.8. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

30. WAIVER OF CLAIMS

30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

31. LEE COUNTY PAYMENT PROCEDURES

31.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

31.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

31.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

32. INSURANCE (AS APPLICABLE)

32.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

33. LIQUIDATED DAMAGES (CONSTRUCTION)

33.1. Proposers here by agrees, if this proposal is accepted, to commence work under this project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all work on the project within the contract time stipulated. The Proposer further agrees to pay the determined dollar amount in the liquidated damages for each consecutive calendar day beyond final completion of work is delayed.

33.1.1. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD.)

33.1.1.1. Liquidated damages will be based on the entire project amount per calendar day using the table below:

Estimated Project Cost Over	**Estimated Project Cost But Less than**	**Daily Charge Per Calendar Day**
$0.00	$50,000.00	$645.00
$50,000.00	$250,000.00	$760.00
$250,000.00	$500,000.00	$970.00
$500,000.00	$2,500,000.00	$1,500.00
$2,500,000.00	$5,000,000.00	$2,400.00
$5,000,000.00	$10,000,000.00	$3,300.00
$10,000,000.00	$15,000,000.00	$4,600.00
$15,000,000.00	$20,000,000.00	$4,300.00
$20,000,000.00 over		$5,700.00 plus .00005

OR

33.1.1.2. Liquidated Damages amount to be based on the following formula:
"Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD)"
The successful Proposer shall be liable to the County for per diem liquidated damages in the amount of $TBD, for each calendar day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

END OF SECTION

Ver 08/02/2016

Major Insurance Requirements

Minimum Insurance Requirements:

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
   $1,000,000 per occurrence
   $2,000,000 general aggregate
   $1,000,000 products and completed operations
   $1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
   $1,000,000 combined single limit (CSL)
   $500,000 bodily injury per person
   $1,000,000 bodily injury per accident
   $500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
   $500,000 per accident
   $500,000 disease limit
   $500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. The certificate holder shall read as follows:
      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. "*Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

END OF SECTION

SPECIAL CONDITIONS

1. **LOCAL VENDOR PREFERENCE EXCLUSION:**
   1.1 Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contain herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

2. **SHIPPING**
   2.1 Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

   2.2 The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

3. **COPYRIGHTED MATERIAL**
   3.1 Copyrighted material will be accepted as part of a proposal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore such material will be subject to viewing by the public.

END OF SECTION

LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1. GENERAL SCOPE OF WORK

1.1 The Lee County Board of County Commissioners is requesting proposals from qualified firms, hereafter referred to as Contractor, to establish a pre-need, pre-position contract for a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed.

1.2 Services shall include, but are not limited to: large scale debris removal, separation, staging and disposal, demolition work, construction and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scope as describe herein.

2. DEFINITIONS

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

3.1 The contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

3.2 The contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.

3.3 The selected contractor(s) shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The contractors shall be familiar with the County's approved debris management plan.

3.4 No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

3.5 DEAD ANIMALS: Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will

generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.

4.2 The County upon contacting the Contractor will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor will also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.

4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.

4.4 The Contractor will be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the contractor shall be available for technical assistance to determine which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR:

5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.

5.2 Prior to the beginning of the each hurricane season, the successful contractor(s) will meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

6. PROPOSAL SECURITY

6.1 Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not necessary.

7. PERFORMANCE AND PAYMENT BOND

7.1 The County reserves the right to require the Contractor to furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

END OF SECTION

PROPOSAL DETAILS & REQUIREMENTS
For
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with tabs or section dividers/indicators to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers.

1.2 Submittal package may not exceed **30 pages** printed single-sided, **excluding required forms found herein and dividers.** **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

TAB 1: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)

TAB 2: Description of Firm

- How many years has proposer been in business under present name?
- Under what other former names has your organization operated?
- Proposed responsible office location.
- How many full-time employees are assigned to responsible office?

TAB 3: Experience & References

- Proposer shall provide an Executive Summary, limited to 3 pages, to be written in non-technical language that summarizes the Proposer's overall capabilities, approaches for accomplishing the services specified herein, and demonstrates the proposer has had a minimum of five (5) years of successful experience and is primarily engaged in year-round debris management services similar to those outlined in this solicitation and typically performed in federally declared events experienced in Florida.

- Proposer shall provide written documentation describing similar Disaster Recovery projects that it has successfully completed within the last ten (10) years of this proposal. **A minimum of five (5) projects** shall be provided and the proposer must provide sufficient enough detail to allow the evaluation committee to easily determine whether the work is similar and comparable to disaster events typical to Florida and the scope of work being requested within this RFP document.
    a. Project example information should include:
        i. Project Name
        ii. Description of Project
        iii. Dates of Services
        iv. Contract Award Amount
        v. Estimated volume of debris removed (In CY)
        vi. Client Name
        vii. Client Point of Contact
        viii. Client Phone Number
        ix. Client Email Address

- Separate, and in addition to, the experience described above, the Proposer shall provide written documentation indicative of experience in Disaster Recovery projects **for a city or county government**, with populations exceeding 100,000, completed within the last fifteen (15) years of

this proposal, and typical in scope & type of events which occurs in Florida. **A minimum of two (2) projects** shall be provided and details included shall **indicate daily operational capacity in cubic yards removed per day and total amount of debris processed in cubic yards.**

a. Project example information should include:
   i. Project Name
   ii. Description of Project
   iii. Dates of Services
   iv. Contract Award Amount
   v. Daily Operational Capacity (*Amount of CY removed per day*) (In CY)
   vi. Estimated total volume of debris removed (In CY)
   vii. Agency Name
   viii. Agency Point of Contact
   ix. Agency Phone Number
   x. Agency Email Address

- Proposer shall provide a complete list of all **current** contractual clients within the state of Florida.
  a. This list shall include:
     i. Client Name
     ii. Client Contact Information
        - Point of Contact Name, Phone, Email
     iii. Brief Description of Contract
     iv. Effective/Start Date of Contract
     v. Expiration Date of Contract
     vi. Amount or Estimated Amount of contract award

TAB 4: Company Resources: Facilities, Equipment, & Personnel

- Proposer must provide a list of **facilities, equipment, and personnel** available to do the work proposed.
  - Proposer must state how these resources will be sufficient to handle the proposer's total workload including other non-Lee County projects and sufficient for periods of prolonged activation.

- Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

- Provide resumes of proposed project management team to be assigned to the Lee County contract. ***Resumes are not included within page restrictions, but should be limited to one (1) page per person.***

TAB 5: Company Capabilities

- Proposer shall provide a Work Plan demonstrating the firm's grasp of the scope of service required for a declared emergency disaster assistance, and the firm's ability to adapt to changing conditions during a recovery project. This Work Plan shall be inclusive of the below specifications:

  - Provide details and/or demonstrate the firm's experience with the following items;
    - Ability to establish, operate, and remediate DMS sites; including environmental and regulatory experience.
    - Data management and tracking system; including ADMS.
    - Ability to work with different accounting and tracking systems.
    - Communications systems.
    - Ability to mobilize recovery teams and full scale recovery efforts in a timely manner.

- The removal of hazardous and special debris/waste.
- Community relations (public meetings, public outreach, media, etc…)

- Proposer shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed, depending upon the service(s) requested.

- Proposer shall detail their ability to maintain full operational capability (12 hours a day, seven days a week) for an extended period.

- Proposer shall indicate clearly the scope of services to be performed by subcontractors or other third parties hired by the Proposer.

TAB 6: Financial Stability

- Proposer must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude Proposer has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures.

- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.

- Proposer must include a copy of the most recent annual financial report/annual audit, independent certified audit, Dunn & Bradstreet report, or 10K or the most recent 10Q, if appropriate. **Financial reports must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.**

Financial report documents are not included within page restrictions, but should be limited as possible to five (5) pages.*

- The Proposer shall provide a summary of all litigation cases exceeding $100,000.00 that the Proposer has been a party to during the past five (5) years (whether settled privately or in court) which is related to the Services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome, or projected outcome, and the monetary amounts involved

- The Proposer shall provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being proposed.

- The proposer shall provide a listing of any penalties, fines, or settlements exceeding $10,000.00 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.

- Proposer must provide a letter of bond-ability from your firm's Surety, on their letterhead or equivalent, specifying and confirming your firm's bonding capability.

- **Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute's financial statement exemption only applies to submittals in response to a solicitation for a "public works" project as provided for in Section 119.071(1)c. This solicitation is not for "public works" project.**

TAB 7: Required Forms

- Forms 1- 10

TAB 8: Price Scoring:

- The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points.

- For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is $150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of $160,000.00 will receive points calculated as follows: $ 150,000.00/ $160,000.00 = .9375; .9375 x 25 = 23.4375

- Pricing of worksheet A, *Core Services* is the only pricing to be utilized for evaluation purposes, however pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals.

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXPERIENCE & REFERENCES (TAB 3)	**25**
2	COMPANY RESOURCES: FACILITIES, EQUIPMENT, & PERSONNEL (TAB 4)	**25**
3	COMPANY CAPABILITIES (TAB 5)	**20**
4	FINANCIAL STABILITY (TAB 6)	**10**
5	PRICING (TAB 8)	**20**
TOTAL POINTS		**100**

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, November 4, 2016	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, December 7, 2016	Prior to 2:30 PM
First Committee Meeting & Discussion	TBD	TBD
Notify Shortlist Selection via e-mail (If applicable)	TBD	N/A
Final Scoring/Selection Meeting (If applicable)	TBD	TBD

Additional notes on Submission Schedule:

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*
- *Unless otherwise stated, location of all openings and meetings will take place at **1500 Monroe Street, Fort Myers, FL 33901 – 4th Floor Procurement Management.***

4. RFP – SELECTION PROCEDURE

4.1 The selection will be made in accordance with Lee County Procurement Policy. Some of all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

4.2 The County reserves the right to complete a recommendation for award after the initial evaluation meeting is held and proposals reviewed. The County additionally reserves the right, in its sole discretion, to complete an interview and/or presentation process of qualified proposers.

4.3 The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.

4.4 If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

4.5 The Procurement Management Director reserves the right to exercise their discretion to:

- **4.4.1** Make award(s) to one or multiple proposers;
- **4.4.2** Make award(s) to a designated Primary and Secondary;
- **4.4.3** Waive minor informalities in any response;
- **4.4.4** Reject any and all proposals with or without cause;
- **4.4.5** Accept the response that in its judgment will be in the best interest of Lee County

END OF SECTION

TECHNICAL SPECIFICATIONS
FOR
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1.0 SERVICES

1.1 Scope of Services:

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris, including hazardous and industrial waste materials; these items and tasks are included in the bid prices provided in the schedule of values (section 7.1) and shall be provided in accordance with the Standards of Performance as set forth in Article 3 of this Contract. Emergency push, debris removal and demolition of structures will be limited to:

a) That which is determined to eliminate immediate threats to life, public health, and safety;
b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by County. Contracted services will only be performed when requested and as designated by County via task order.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

If directed by the County. Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5.

1.4 Right-of-Entry (ROE) Removal *(if Task Authorized by County)*:

Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting Contracted services.

1.5 Demolition of Structures *(if Task Authorized by County)*:

Contractor will remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

1.6 Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

1.7 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

1.8 Vegetative Debris Reduction:

Contractor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day.

1.9 Construction and Demolition (C&D) Debris Reduction:

Contractor will collect, consolidate and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

1.10 Construction and Demolition (C&D) Debris Recycling:

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc.

1.11 Specialized Crews:

If requested by the County, the Contractor shall provide a dedicated crew to collect specific debris piles that cause health and safety issues around hospitals, public schools or other type properties.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

Contractor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to County.

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by County.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours following the execution of this Contract. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with County contract administrator. The Contractor shall also consider locating this representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Contractor shall also provide reports on debris removal operational progress as requested.

3.2 Mobilization:

The Contractor shall have sufficient equipment and forces in Lee County within 4 days of "notification to proceed" to begin removal operations at an initial rate of 3,000 cy per day and increasing that rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily rate of 50,000 cy of debris collected. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

3.3 Time to Complete:

Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

3.4 Completion of Work:

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

4.0 GENERAL RESPONSIBILITIES

4.1 County Obligations:

County shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

4.2 Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have

full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

4.4 Damages by Contractor:

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the singed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred.

4.5 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Contractor's Ownership of Debris:

Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Contractor's Disposal of Debris:

Unless otherwise directed by County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.8 Debris Management Site (DMS):

4.8.1: Site Setup

Prior to beginning operation at a debris management site, the condition of the site shall be photographed or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass through cost.

4.8.2: Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

4.8.3: Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 4.4.

4.8.4: Site Security

Contractor shall supply 24hour per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur.

Unauthorized debris shall become the responsibility of the contractor and must be disposed of lawfully and without additional costs to the County.

4.8.5 Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of the each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

4.8.6 DMS Debris Removal Operations Plan and Environmental Protection Plan

This plan is to address site setup, pre-use activities, post-use activities and operational activities the plans will include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

4.8.7 Three (3) copies of the plan are required.

The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

4.8.8 All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.

Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

4.8.9 Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

4.8.10 Debris Disposal

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the County, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

4.8.11 Assist Debris Monitoring Consultant in the following:

- Monitoring multiple contractors and multiple trucks delivering materials to the DMS.

- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

4.9 Training:

Contractor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, pre-strike training of County field and supervisory personnel.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by Contractor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 3.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed; e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractors responsibility and repaired at no additional cost to the County as outlined in section 4.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Contractor, and Contractor representatives at a County designated location. A standard measurement form certifying actual physical

measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at anytime be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads, and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring contractor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the contractor when any changes occur at all DMS sites.

5.6 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see http:mutcd.fhwa.dot.gov OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Contractor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by County following consultation and notification to Contractor.

5.9 Hazardous and Industrial Wastes:

Contractor shall provide within 90 days of execution of this contract, their Hazardous and Industrial Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 2.3.1.

5.10 Stumps:

All eligible stumps authorized by the County shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

The Contractor shall backfill the hole left from stump extractions.

A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

5.12 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all

work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.15 Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

5.16 Chain Saw Crews:

Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

5.17 Hazardous Trees:

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.18 Hanging Limbs:

Limbs, authorized as eligible for reimbursement by the County must be:

- Located on improved public property
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.19 Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and may be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 3.4. All equipment must be capable of self-

unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

6.0 REPORTS, CERTIFICATIONS, and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA of other regulations must be documented on each load ticket
- The Contractor shall submit all original load tickets to the County

The Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database where applicable.

6.2 Reports:

Contractor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:

6.2.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by County.

6.2.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or government.

6.3 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

Contractor will maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

7.0 UNIT PRICES and PAYMENTS

(See Attachment - Schedule of Value) - Section A - D

7.1 Core Services, Stumps, Hazardous Limbs & Tree Removal
(See Attachment - Schedule of Value) - Section A

7.2 Specialty Removal & Restoration
(See Attachment - Schedule of Value) - Section B

7.3 Specialized Labor & Work Crews
(See Attachment - Schedule of Value) - Section C

7.4 Equipment
(See Attachment - Schedule of Value) - Section D

7.5 Billing Cycle:

Contractor shall invoice County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

7.5 Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or government agency as ineligible debris and for which the Contractor was not formally authorized to perform by the County.

7.5.1 Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as set out in Section 1.1 of this Contract.

7.5.2 Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, e.g. debris collected from private property or not at the request of the County or its representatives, the load will be directed to an alternate disposal or processing facility. No payment will be approved and Contractor will not invoice County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

7.6 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

7.7 Specialized Services:

Contractor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

END OF SECTION

SUPPLEMENTARY CONDTIONS
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

1. **TERMINATION FOR CAUSE AND/OR CONVENIENCE:**

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

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

2. **EQUAL EMPLOYMENT OPPORTUNITY:**

2.1 During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).:

3.1 Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

3.2 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. CLEAN AIR ACT & FEDEARL WATER POLLUTION CONTROL ACT

4.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

5. ENERGY POLICY AND CONSERVATION ACT

5.1 Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. SUSPENSION AND DEBARMENT

6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

6.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

6.3 This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart

C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

7. BYRD ANTI-LOBBYING AMENDMENT

7.1 Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. RECORDS

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

8.2 Contractor shall retain all records associated with contract for three (3) years after final payments and all other pending matters are closed.

9. RECOVERED MATERIALS

9.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

10. REMEDIES

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

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

10.1.2 Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

- requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or

- requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

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

END OF SECTION

Ver 08/02/2016

LEE COUNTY DOCUMENT MANAGEMENT FORM
Invitation to Bid
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. The original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

FORM #	TITLE / DESCRITPION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Proposal Form	Required	
1b	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Not Applicable	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
8	Trench Safety	Not Applicable	
9	Bid Bond	Not Applicable	
10	Certification Regarding Lobbying	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

It is the Bidder's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

It is the Bidder's responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Ver 08/02/2016

Form 1 – Solicitation Response Form

LEE COUNTY
SOUTHWEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 12/7/2016

SOLICITATION IDENTIFICATION: RFP160257LAC

SOLICITATION NAME: Disaster Recovery Services for Lee County

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS:

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -or- (2) Social Security Number:

** *Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 ***Collusion Statement:*** Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 ***Scrutinized Companies Certification:***
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or engaged in a Boycott of Israel (Beginning October 1, 2016), or been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 ***Business Relationship Disclosure Requirement:*** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983))* to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ ***Business Relationship Applicable (request form)*** ☐ ***Business Relationship NOT Applicable***

4 Minority / Disadvantaged Business Enterprise proposer? If yes, attach a current certificate. ____Yes ____No

5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. Attach separate page if necessary.

6 Are there any modifications to the solicitation or specifications? ____Yes X___No

Modifications:

**No modifications are permitted for this project. Any request for modifications must be submitted 8 days Prior to closing. The County reserves the right to accept or reject any modifications at its sole discretion.

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Company Name *(Name printed or typed)*

Authorized Representative Name *(printed or typed)*

(Affix Corporate Seal, if applicable)

Authorized Representative's Title *(printed or typed)*

Witnessed/Attested by: *(Witness/Secretary name and title printed or typed)*

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Ver 08/02/2016

Form 1a – Proposal Form

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management
PROPOSAL FORM

Company Name: _____

Solicitation # RFP160257LAC **Solicitation Name** Disaster Recovery Services for Lee County

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications.

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience, however it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

BID SCHEDULE:
The Bid Schedule excel workbook contains four (4) bid schedules in total; each placed on a separate tab. Pricing of worksheet A, *Core Services* is the only pricing to be utilized for evaluation purposes, however pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals. Any modifications in pricing or Bid Schedule items must be approved in writing from the Lee County Procurement Management Office.

For a multi-year contract, the prices shown in table 7.1 would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWUR0300SAO) is the established index.

Contractor(s) must provide pricing for all line items listed for all four (4) Bid Schedule worksheets. Failure to complete the Bid Schedule Workbook in its' entirety may deem your firm as non-responsive.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

PRICING:
Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified herein.

TERM:
The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a three (3) year period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods. The County's performance and obligation to pay under this contract and any applicable renewal options is contingent upon appropriation of funds.

LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP160257LAC SOLICITATION NAME: Disaster Recovery Services for Lee County

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY 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").

LEE COUNTY MAY 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.**

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

Company Name:_____

_____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____day of _____ 20____, by _____who has produced
(Print or Type Name)
_____as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

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

Ver 08/02/2016

Form 3 Reference Survey

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management

REFERENCE SURVEY

Solicitation: RFP160257LAC, Disaster Recovery Services for Lee County

A minimum of 3 are requested

Section 1 Reference Respondent Information		Please return completed form to:
FROM:		**Bidder/Proposer:**
COMPANY:		**Due Date:**
PHONE #:		**Total # Pages:** 1
FAX #:		**Phone:** **Fax:**
EMAIL:		**Bidder/Proposer E-Mail:**

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature

LEE COUNTY
SOUTHWEST FLORIDA

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident *Alleged Negligence or Breach of Contract*	**Incident Date And Date Filed**	**Plaintiff** *(Who took action against your company)*	**Case Number**	**Court** *County/State*	**Project**	**Claim Reason** *(initial circumstances)*	**Final Outcome** *(who prevailed)*

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Ver 08/02/2016

Form 5 - Affidavit Principal Place of Business - NOT APPLICABLE

LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

_____ _____
Printed name of authorized signer Title

⇒ _____ _____
Authorized Signature Date

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. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

Notary:
State of _____
County of _____
The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____ _____ who has produced

_____ as identification (or personally known)
Type of ID and number

⇒ _____ _____
Notary Public Signature Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County _____ Collier County _____ Non-Local

   Local Business Tax License # _____

2. Address of Principal Place of Business: _____

   _____

3. Number of years at this location ____ years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years ____Yes* ____No *If yes, attach contractual history for past 3 consecutive years
5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____
6. Number of available employees for this contract _____

Form 6-Sub-contractor List

LEE COUNTY
SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified MBE / DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Minority / Disadvantaged Business Enterprise (**MBE / DBE**) contractors, please attach a current certificate.

Form 7: Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to_____
(*Print name of the public entity*)

by_____
(*Print individual's name and title*)

for _____
(*Print name of entity submitting sworn statement*)

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a 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) (c), 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 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies.*)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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, member, or agents who are active in 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(*Signature*)

_____
(*Date*)

STATE OF_____
COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(*Name of individual signing*)
who, after first being sworn by me, affixed his/her signature in the space provided above on this_____ day of_____, 2____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

Ver 08/02/2016

Form#8: Trench Safety - *NOT APPLICABLE*

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

TOTAL $_____

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

_____
(*Signature*)

_____
(*Company Name*)

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (*name and title of corporate officer*) of _____ (*name of corporation*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (*type of identification*) as identification.

_____
(*signature line for notary public*)

_____
(*name of notary typed, printed or stamped*)

_____
(*title or rank*)

My commission expires:
_____

_____
(*serial number, if any*)

Ver 08/02/2016

Form 9: Bid Bond – NOT APPLICABLE

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
in the SUM OF _____
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____.

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

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

_____

(By)

_____ (SEAL)
(Principal)

_____
Printed Name

Witness as to Surety:

_____

_____ (SEAL)
(Surety's Name)

_____
(By-As Attorney-in-Fact, Surety)

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

Form 10 – Anti-Lobbying Certification

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official	Typed Name and Title
Applicant/Organization	Date Signed

Ver 08/02/2016

Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN

SOLICITATION NO.:	**RFP160257LAC**
SOLICITATION TITLE:	**Disaster Recovery Services for Lee County**
DATE DUE:	**Wednesday, December 7, 2016**
TIME DUE:	**Prior to: 2:30 PM**
SUBMITTED BY:	

(Name of Company)

e-mail address | Telephone

DELIVER TO: Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers FL 33901

Note: proposals received after the time and date above will not be accepted.



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

No. 41 REVISED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 9/6/2016

PRODUCER

Point Clear Insurance Services LLC
368 COMMERCIAL PARK DRIVE
FAIRHOPE, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: THE GRAY INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:

INSURED

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY OWNER'S & CONTRACTOR'S PROT	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE PRODUCTS – COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	Unlimited $3,000,000.00 $1,000,000.00 $1,000,000.00 $50,000.00 $5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000.00
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	
A	**EXCESS LIABILTY** UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043183	9/1/2016	9/1/2017	EACH OCCURRENCE AGGREGATE	$4,000,000.00 $4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPREITOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL, EXCL	GWC-070843-FL3	9/1/2016	9/1/2017	X WC STATU-TORY LIMITS / OTH ER EL EACH ACCIDENT EL DISEASE – POLICY LIMIT EL DISEASE – EA EMPLOYEE	$1,000,000.00 $1,000,000.00 $1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

CERTIFICATE HOLDER

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

In the event of activation please contact the Disaster Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.

Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com

John Ramsay
President – Director
jramsay@crowdergulf.com

Ashley Ramsay-Naile
Chief Operating Officer
646-872-1548 Cell
aramsay@crowdergulf.com

John Campbell
Regional Director
859-963-8672 Cell
jcampbell@crowdergulf.com

Buddy Young
Regional Director
940-597-4252 Cell
byoung@crowdergulf.com

Margaret R. Wright, Ph. D.
Senior Manager
251-604-6346 Cell
mwright@crowdergulf.com

thompson
CONSULTING SERVICES

Cooperative Purchasing Professional Services Agreement
General Terms and Conditions

This Cooperative Purchasing Professional Services Agreement ("Agreement") is by and between **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant"), with offices at 2601 Maitland Center Parkway, Maitland, FL 32751 and the **City of Bonita Springs, Florida** (hereinafter referenced as "Client" or "End User"), with an address of 9101 Bonita Beach Road, Bonita Springs, FL 34135;

Whereas, Consultant has entered into an agreement for Disaster Debris Monitoring Services effective as of April 4, 2022 with Lee County, Florida (hereinafter referred to as "County Contract" and incorporated as **Attachment 1**);

Whereas, the County Contract acknowledges that the End User may enter into an agreement with the Consultant through the County Contract;

Whereas, Client desires to be an End User under the County Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the County Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall commence on the Effective Date and shall expire on the same date set forth in the County Contract. The term of this Agreement shall be dependent upon any renewals of the County Contract. Any exercised renewal of the County Contract shall automatically renew the term of this Agreement for the same period of the County Contract, unless Client or Consultant notifies the other party in writing prior to the expiration of the then current term of its intent not to renew this Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof following the issuance of a Notice to Proceed and in accordance with the County Contract.

3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. CHANGES/AMENDMENTS

This Agreement and its attachments constitute the entire agreement between the Parties and together with its attachments supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the County Contract. Any updated fee/price schedule during renewal of County Contract shall automatically update fee/price schedule of this Agreement.

6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

7. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products.

8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

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CONSULTING SERVICES

Cooperative Purchasing Professional Services Agreement
General Terms and Conditions

9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	City of Bonita Springs
Attention:	City Manager
Address:	9101 Bonita Beach Road
	Bonita Springs, FL 34135
Consultant:	Thompson Consulting Services
Attention:	Jon Hoyle
Address:	2601 Maitland Center Parkway
	Maitland, FL 32751

13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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CONSULTING SERVICES

Cooperative Purchasing Professional Services Agreement
General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Effective Date: April 4, 2022

THOMPSON CONSULTING SERVICES, LLC		CITY OF BONITA SPRINGS, FLORIDA	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date	_____	Date	_____

Please return executed copy of these terms and conditions to the attention of:
Lydia Pena
LPena@thompsoncs.net
(407) 792-0018 – Phone

thompson
CONSULTING SERVICES

Cooperative Purchasing Professional Services Agreement
General Terms and Conditions

ATTACHMENT 1

AGREEMENT FOR DISASTER DEBRIS MONITORING FOR LEE COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Thompson Consulting Services, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 2601 Maitland Center Pkwy, Maitland, FL 32751 and whose federal tax identification number is 45-2015453, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase disaster debris monitoring services from the Vendor in connection with "Disaster Debris Monitoring for Lee County" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP210330BJB on August 27, 2021 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on November 10, 2021; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all services for the , a more specific description of the Project Scope of Services is set forth in Sections 1 through 3 of the Detailed Specifications section of RFP210330BJB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit E, Project Funding Package, attached and incorporated herein, which shall be inclusive of the original Solicitation with Vendor's executed proposal documents, grant funding provisions, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation RFP210330BJB, as modified by its addenda, coipies of which are on file with

the County's Department of Procurement Management and are deemed incorporated into this agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be April 4, 2022.

B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.

B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

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

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; http://www.leegov.com/publicrecords.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday

I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	John Hoyle	Names:	Roger Desjarlais	Mary Tucker
Title:	President	Titles:	County Manager	Director of Procurement Management
Address:	2601 Maitland Center Parkway	Address:	P.O. Box 398	
	Maitland, FL 32751		Fort Myers, FL 33902	
Telephone:	407-792-0018	Telephone:	239-533-2221	239-533-8881
Facsimile:	407-878-7858	Facsimile:	239-485-2262	239-485-8383
E-mail:	jhoyle@thomsoncs.net	E-Mail:	rdesjarlais@leegov.com	mtucker@leegov.com

J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Lydia Pena

Print Name: Lydia Pena

THOMPSON CONSULTING SERVICES, LLC

Signed By:

Print Name: Jon Hoyle

Title: President

Date: 01/10/2022

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:
CHAIR

DATE: 3-4-22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY:
DEPUTY CLERK

Commissioner Cecil L Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

BOARD OF COUNTY COMMISSIONERS
SEAL
LEE COUNTY FLORIDA

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY:
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
DETAILED SPECIFICATIONS

2.3. **Task 3 – Solicitation Reviews**

2.3.1. The Vendor shall participate in the preparation, review and recommendations of solicitations (RFP's or ITB's) posted by the County for debris removal operations, in the event the County requires such service during the term of the agreement.

2.4. **Task – Training**

2.4.1. On an annual basis, the Vendor shall provide to the County for approval, an updated monitor and supervisor training plan, including task specific training for commonly utilized monitoring activities, performance evaluation criteria, and expectations for frequency of review. The training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All full-time and temporary personnel supplied by the Vendor to Lee County under this agreement must be sufficiently trained according to this program and as further defined within these specifications.

2.4.2. The Vendor shall organize and conduct 1-2 day annual training sessions on debris monitoring for the County and its municipal agencies. Additional debris monitoring task specific trainings may be added upon request from the County as necessary.

3. POST-EVENT

3.1. As a result of a hurricane or other disasters, the Vendor shall provide assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies.

3.2. **Task 1 – Staffing and Equipment**

3.2.1. The Vendor shall supply a sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas. The monitors and supervisors shall be regularly evaluated for performance with additional training provided, as needed, based on observations and feedback from Lee County authorized agents. Additional job specific training will be required for staff members responsible for monitoring special debris projects. Activities shall include but are not limited to, calling load percentages, monitoring push/cut/toss, hazardous tree removals, leaner/hanger work, stump approval/removals, etc.

3.2.2. The Vendor shall supply supervisors as directed by the County to oversee crew leaders. The County, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required.

3.2.3. The Vendor shall supply an initial work force of up to 24 monitors, as directed by the County, within 24 hours of notification to proceed.

3.2.4. The Vendor shall designate one monitor as a working crew leader for each crew of six monitors, including the crew leader. In the absence of a supervisor, the crew leader will act as contact and be responsible for time sheets, assist County representative with scheduling of monitors and the coordination of ticketing and load verifications.

3.2.5. The Vendor shall dismiss any of its employees from Lee County's service, immediately upon notice from the County's contract administrator or representative. The Vendor shall replace any dismissed employees within 24 hours of the County's notice.

3.2.6. The Vendor's employees shall not present themselves as Lee County employees and shall not direct or quote policy to the customers. Requests for information related to collection schedules and/or debris

operations shall be referred to Lee County staff. The Vendor's employees shall have the Vendor's name and phone number posted clearly on their vehicle during their assigned shift.

3.2.7. Where the Automated Debris Management System (ADMS) is used, the Vendor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to make certain there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's database or easily exported to Excel or approved equivalent for reconciliation.

3.3. **Task 2 – Debris Estimations**

3.3.1. At the direction of the County, the Vendor shall review county debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

3.4. **Task 3 – Collection Vehicle Certification**

3.4.1. As directed by the County, the Vendor shall perform initial vehicle certifications, as well as follow up re-certifications, using FEMA approved and established methodologies and documentation practices. Tasks shall include, but are not limited to:

3.4.1.1. Receive incoming collection vehicles at designated "certification site(s)".

3.4.1.2. Measure collection vehicle capacity using FEMA approved methods.

3.4.1.3. Calculations that include all "deductions" for non-usable volumes such as dog houses, sloped or rounded bulk heads, tailgates, etc.

3.4.1.4. Certifications must include separate calculations for sideboards, if so equipped, so as to be easily identified as a "deduct" at the disposal area in the event that these items are removed.

3.4.1.5. Sideboards, tailgate type and any other notable equipment must be indicated on the certification form.

3.4.1.6. All other required fields on the vehicle certification forms must be legibly completed.

3.4.1.7. Paper certification forms must, at a minimum, be completed in triplicate, with the original copy maintained as record and provided to the County, the second copy provided to the debris management contractor and the third copy provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.

3.4.1.8. Prepare certification "placard" decal for collection vehicles and apply as to be visible from the driver's side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.

3.4.1.9. Photographic records of all certified vehicles shall be maintained, supplied to the County, and made available for inspection and review as needed.

3.4.1.10. Certifications shall be maintained in a data base with real time updates in the field.

3.4.1.11. A complete certification list shall be provided to each disposal site for reference.

3.4.1.12. Copies of the certification forms and certified vehicle list shall be provided to the County and the debris collection contractor on a daily basis when new certifications are added.

3.4.1.13. Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by the County and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring & management activities; e.g. available to view at collection & disposal sites.

3.5. **Task 4 – Collection Monitoring**

3.5.1. As directed by the County, the Vendor shall perform work area inspections of storm debris collection. Work areas are as directed by the Contract Administrator. The Vendor shall provide trained, comprehensive field inspections for eligible debris collected in assigned work areas utilizing load tickets and other documentation process, including ADMS. Services shall include, but are not limited to:

3.5.1.1. Debris monitoring of multifaceted debris collection activities in accordance with all FEMA and other federal, state and local debris management and collection rules, criteria and guidelines.

3.5.1.2. Issue and maintain a record of accurately detailed load tickets for each fully loaded debris removal vehicle in the field.

3.5.1.3. Provide "Tickets" that include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, and certified collection vehicle number. All other ticket fields shall be completed as indicated.

3.5.1.4. Monitor the overall work performance and productivity of the debris collection vehicles and provide photographic records as appropriate.

3.5.1.5. Remain in contact with the central dispatch/staging operations and provide detailed activity and progress reports on a daily basis or as requested.

3.5.1.6. Verify load ticket contents and legibly sign each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.

3.5.1.7. Coordinate with each collection vehicle operator that the assigned collection area is completed and specify the location where the vehicle is to return immediately following the delivery of its load to the disposal location. Once sections are completed, the monitor shall provide confirmation to their supervisor that the assigned section has been completed to the satisfaction of the County and notification is to be provided to Lee County staff. A record of the employees that verify completion of their sections shall be maintained by the supervisor and provided to the county daily.

3.5.1.8. Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to the County, such as questionable debris collection locations not on designed Lee County rights of way.

3.5.1.9. Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secured and confined within the vehicle prior to leaving the work area.

3.5.1.10. Inspect work areas to identify and document larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervisor as discovered.

3.5.1.11. GPS coordinates will be provided by the Vendor and used for all tree stumps and special collection items. FEMA stump removal, or other special debris forms may be required to be completed by the Vendor prior to scheduling collection. Items shall not be collected until authorized by the County or its representative.

3.5.1.12. Identify potential collection issues and maintain a list of these areas for review by the County and its debris management contractor by the close of each day or determined as needed.

3.5.1.13. Maintain a record or maps of the streets in which debris was previously collected for disposal.

3.5.1.14. Maintain a complete record of all collection "passes" and provide to county or its debris management contractor as requested.

3.5.1.15. Perform other related duties as directed by debris management operational office or designated County personnel.

3.5.1.16. For each employee, the Vendor shall compile daily and provide weekly, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods shall be considered and approved by the County prior to use.

3.5.1.17. Electronic ADMS records must be secure, auditable, and capable of accurately identifying, recording, and verifying all monitoring data, including the specific staff member at each stage of the debris monitoring activities.

3.5.1.18. Provide a sufficient amount of "spare" ADMS units to ensure that there are no disruptions to the operations.

3.6. **Task 5 – Monitor Temporary Debris Management Sites (TDMS)**

3.6.1. The Vendor shall provide TDMS inspection and recording services related to the debris collected and delivered to the TDMS. Tasks shall include, but are not limited to:

3.6.1.1. Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.

3.6.1.2. Maintain a copy of the collection vehicle certification log or database at each TDMS.

3.6.1.3. Verify each collection vehicle, delivering debris to the TDMS, for its certified placard information. The provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on the placard.

3.6.1.4. Confirm the collection vehicles are properly tarped when arriving at the TDMS.

3.6.1.5. As directed by the County, photograph each loaded vehicle bed and attach photograph to vehicle's load manifest/ticket or link with digital photographic records, as applicable.

3.6.1.6. Review the vehicles manifest and observe the vehicles bed to confirm that the vehicle was loaded to capacity or as described on manifest ticket. Loaded volume of vehicles shall be determined at sites where scales are not in use.

3.6.1.7. Sign, or electronically sign, inbound load tickets before permitting vehicle to leave the TDMS check-in area to empty its load.

3.6.1.8. Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.

3.6.1.9. Maintain all debris tickets in an organized manner for daily reconciliation and storage.

3.6.1.10. Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to county representative.

3.6.1.11. Ensure adequate training for staff determining load percentages from incoming collection vehicles.

3.6.1.12. Remain in contact with the central dispatch/staging operation command center. Notify county supervision immediately of any issues or potential issues.

3.6.1.13. Perform other related duties as directed by the County Contract Administrator, e.g. conduct routine and final inspections and issue closeout reports.

3.6.1.14. For each employee, the Vendor shall compile daily and provide weekly, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods shall be considered and approved by the County prior to use.

3.6.1.15. Electronic ADMS records must be secure, auditable, and capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

3.7. Task 6 – Data Management

3.7.1. The Vendor shall coordinate data recording and information management systems as directed by the County. Services shall include, but are not limited to:

3.7.1.1. Prepare detailed estimates and submit to the County, its representative or Florida Department of Emergency Management (FDEM) and FEMA for use in project worksheet preparation.

3.7.1.2. Implement and maintain an ADMS linking load tickets and TDMS information, including reconciliation and photographic documentation processes.

3.7.1.3. Provide daily, weekly or other periodic reports for the County and its municipal debris managers noting work progress and efficiency, current and revised estimates, project completion and other schedule forecasts and updates.

3.7.1.4. Provide ADMS data daily, weekly, or as requested to the County and its debris management contractor.

3.8. Task 7 – Other Technical and Administrative Assistance

3.8.1. The Vendor shall provide technical assistance related to a post-event response. Tasks shall include, but are not limited to:

- Route mapping;
- Traffic management;
- TDMS review;
- Baseline assessment;
- Private property identification;
- Right of entry documentation;
- Contractor management; and
- FEMA negotiations

End of Detailed Specifications

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. **PROJECT TERM**

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. **FEMA REIMBURSEMENT**

2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications. 4.

3. **CONDUCT**

3.1. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

4. **COST BREAKDOWN NOTICE**

4.1. Upon request of the County, the Vendor may be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

5. **CONTRACT TYPE**

5.1. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by issuance of a County Purchase Order (PO) or equivalent work authorization, by and the discretion of the County. The County reserves the right to provide additional project or service clarifications with the issuance of the work authorization.

5.2. As a labor only contract, this contract shall be considered a time and materials contract. As such, each work authorization issued shall contain a not-to-exceed amount. At any time should the Vendor exceed the notated not-to-exceed amount without prior written authorization to do so by the County, all such costs exceeding the noted not-to exceed amount shall be at the risk of the Vendor and may not be charged to the County.

End of Special Conditions

Lee County
Southwest Florida

Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: September 10, 2021

Solicitation No.: RFP210330BJB

Solicitation Name: Disaster Debris Monitoring for Lee County

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT:

Attachment # 1 – Draft Lee County Agreement – Product / Service

2. ADDITIONAL SPECIFICATION REVISIONS:

The following shall be considered revised to the Submittal Requirements & Evaluation Criteria provided with this solicitation.

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1.3. - TAB 3: PERSONNEL

- Provide a detailed description of the firm's specific project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the ~~Project Approach~~ **Detailed Specifications** and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

3. QUESTIONS/ANSWERS:

1.	Please confirm the Agreement for this RFP is the PSA Agreement available on the referenced link. http://www.leegov.com/procurment/forms
Answer	**The attached draft of the Lee County agreement will be used for this service.**

2.	Request revision to specifications to reference compliance with current FEMA Guidance in FEMA publications: 1) Public Assistance Program and Policy Guide "PAPPG: (Version 4, Effective June 1, 2020 FP-104-009-2: and 2) Public Assistance Debris Monitoring Guide (March 2021). The PAPPG superseded all pervious FEMA index Guides and Series 9500 Guidance documents.
Answer	**The documents referenced within the question are active and valid reference documents for agencies seeking services for Debris Monitoring and Debris Removal services. It is greatly recommended that Vendors intending to provide services under this solicitation and associated Agreement familiarize themselves with the updated resources made available by FEMA. Links to documents referenced are provided as follows:** **https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf;** **and** **https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf**

3.	Would the County please consider increasing the page restriction to at least fifteen (15) pages to allow for the preparation of an adequate response to the tabbed sections?
Answer	**No. Page restriction remains 10 pages.**

4.	Request Form 3 Reference Survey timeline for references to match the five (5) year maximum requirement in Submittal Requirements & Evaluation Criteria.
Answer	**The timeline indicated on Form 3 (twelve months) is only applicable where the Vendor reuses a previously completed Form 3 document from a prior County advertised solicitation. As such, Form 3 Reference Survey may be utilized for references that exceed the twelve-month period.** **As it pertains to Tab 1 of the evaluation criteria, by way of this addendum the stipulation of completion within the past 5 years is considered removed. The County desires to see experience and reference information for projects or clients that are relevant to the scope and size to that being requested within the solicitation.**

5.	In TAB 3 - Personnel it references a statement to "pertain/apply to the Project Approach". There is no tab related to Project Approach. Will this be added and increase to the maximum number of pages allowed?
Answer	**No. See revised language in Additional Specification Revisions section of this addendum clarifying the request of the County.**

6.	Please define what "undesignated information: "additional details and documents" would be allowed to be included at the end of the specified tabs. The interpretation is left to the proposers and could be interpreted to be wide open to include firms qualifications, project approach, details of the ADMS system and other information the proposer deems appropriate. Since the response documentation is limited to 10 pages, would the County please identify the allowed additional documentation to level the playing field for all proposers?
Answer	**"Undesignated information: additional details and documents" shall include, but is not limited to items such as resumes, licensure, certifications, etc.**

7.	Would the County consider revising the positions to be proposed for the following reasons? - If a proposer is using a paper system (non-ADMS) a data entry clerk is required. However, in an ADMS system the position is not necessary. - If a proposer is using an ADMS system a Data Manager is necessary to reconcile the data daily, QA/QC data, prepare data for reports, extrapolate requested data. - Add a Billing/Invoice Analysis to the schedule. This position audits Debris Contractor invoices with the County contract and manages all invoices that need to be corrected.
Answer	**As it pertains to the points above:** - **Point 1 and 2: If a Data Manager is required in lieu of a Data Entry position, then the Proposer shall input the fully loaded rate associated with the Data Manager at line 6 for the Data Entry position. The County requires that a Data Entry position be contracted with the awarded Vendor. This individual may handle entry of information into the Vendor's proposed system and/or may provide analytical management of this information. The Data Entry position as provided on line 6 is intended to encompass all necessary tasks required of receipt and record management of field data.** - **Point 3: As provided in Tab 6 details, Proposer may list any alternate positions not already provided in items 1-6 where indicated on the bid schedule.** **All positions provided for and listed within bid schedule, including Alternate Positions, shall coincide with the personnel identified by the Proposer within the required TAB 3 – Personnel section of the submittal.**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

Brian Boehs - Procurement Analyst
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management

Lee County
Southwest Florida

Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: September 22, 2021

Solicitation No.: RFP210330BJB

Solicitation Name: Disaster Debris Monitoring for Lee County

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **ATTACHMENTS: NONE**

2. **QUESTIONS/ANSWERS:**

1.	Can you please advise if the prime consultant/contractor is required to complete and submit a Form 11 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, or is this required only for subcontractors who will serve under the prime consultant? I ask because Form 11 uses the term "prospective subcontractor."
Answer	**Yes. Form 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion) is required by both the Prime Consultant/Contractor/Vendor and the Sub-Consultant/Contractor/Vendor.**

2.	Are vendors required to include all costs (including ADMS costs) within the hourly rates proposed or can a separate hourly rate for ADMS be proposed?
Answer	**The County shall pay the Vendor for actual work performed under this Agreement at the labor rates provided. Rates are fully burdened and include, but are not limited to, overtime, taxes, benefits, handling charges, overhead, profits, per diem and fuel costs. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the Vendor.**

3.	Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet?
Answer	**Vendors must bid all line items. The County requires that the positions listed be contracted with the awarded Vendor. These positions are intended to encompass all necessary tasks required of debris monitoring. Proposer may list any alternate positions not already provided in items 1-6 where indicated on the bid schedule. All positions provided for and listed within the bid schedule, including Alternate Positions, shall coincide with the personnel identified by the Proposer within the required TAB 3 – Personnel section of the submittal.**

4.	Considering the amount of documentation requested in the RFP, would the County consider removing the 10-page limit?
Answer	**The County is allowing for an increase of pages. Page limit shall not exceed 15 pages.**

5.	Would the County please confirm that the following information does not count toward the ten-page limit: Proposal cover, cover letter, Cover Page, table of contents, resumes, certifications, Financial Proposal (Tab 6), and Required Forms (Tab 7)
Answer	**Addendum 1 of this solicitation identified ""Undesignated Information: Additional Details and Documents" shall include, but is not limited to items such as resumes, licensure, certifications, etc.". Therefore, items not included within the Tabs and that are placed in the rear of the package do not count toward the ten-page limit.** **Section 1.2 of the submittal requirements states: "Page restriction excludes required forms found herein and dividers." Therefore, the Proposal Cover, Table of Contents, Financial Proposal Form and Required Forms do not count toward the ten-page limit.** **Section 1.3 of the submittal Requirements states: "Cover Page: Introduction does NOT count towards page restriction requested herein". Therefore, the Cover page does not count toward the ten-page limit.** **Section 1.3 of the submittal Requirements states: "TAB 3: Personnel – Resumes are not included within page restrictions, but should be limited to one (1) page per person". Therefore, Resumes do not count toward the ten-page limit.**

6.	Would the County please clarify the requirements of Tab 2, and consider removing the monitor training program (Tab 2) from the ten-page limit?
Answer	**To clarify, within Tab 2, the County is seeking a general overview of your monitor training program. A table of contents format with simple bullet points to describe your process and highlight your means and methods is preferred. The monitor training program will not be removed or exempted from the page-limit requirement. See answer 4 above for revised page limit.**

7.	Will the contract be awarded to multiple contractors, or just a single contractor?
Answer	**See Terms and Conditions, Section 23.4.1. The Procurement Management Director reserves the right to exercise their discretion to: Make award(s) to one or multiple proposers.**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

Brian Boehs - Procurement Analyst
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management

End of Detailed Specifications

EXHIBIT B
FEE SCHEDULE

Lee County
Southwest Florida

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME: Thompson Consulting Services, LLC

SOLICITATION: RFP210330BJB – DISASTER DEBRIS MONITORING FOR LEE COUNTY

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Cost Per Hour shall be rounded to the nearest cent; if a Cost Per Hour rate is submitted not rounded to the nearest cent, the County will round the proposed hourly rate to the nearest cent prior to evaluation.

The County will only accept proposals submitted on proposal forms provided by the County. Proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

Post-Event Standard Positions
Vendor shall provide fully loaded Rate Per Hour for all Items/Positions 1-6.

Item	Description	Rate Per Hour
1	Project Manager	$ 95.00
2	Operations Manager	$ 65.00
3	Field Supervisor	$ 49.00
4	Field Monitor	$ 36.00
5	GIS Operator	$ 55.00
6	Data Entry	$ 22.50

EXHIBIT C
INSURANCE REQUIREMENTS

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Insurance Requirements

Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT

Lee County
Southwest Florida

VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 01/10/2022

Signature

STATE OF Florida
COUNTY OF Orange

Jon Hoyle, President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 10th day of January, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: Personally Known.

[Stamp/seal required]

Lydia Pena
Signature, Notary Public

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

EXHIBIT E
PROJECT FUNDING PACKAGE

Advertise Date: Friday, August 27, 2021

Lee County
Southwest Florida

Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP210330BJB – Disaster Debris Monitoring for Lee County

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, September 28, 2021

to the office of the Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

There will be no Pre-proposal Conference for this RFP

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Brian Boehs, bboehs@LeeGov.com

Sincerely,

Lindsay Cepero

Lindsay Cepero, CPPO, CPPB
Procurement Manager
*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions
Request for Proposal

1. DEFINTIONS
   - 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
   - 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
   - 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
   - 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
   - 1.5. **County:** Refers to Lee County Board of County Commissioners.
   - 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
   - 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
   - 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
   - 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
   - 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
   - 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE
   - 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
     - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
     - 2.1.2. Lee County Procurement Management Ordinance 18-22
     - 2.1.3. Special Conditions and Supplemental Instructions
     - 2.1.4. Detailed Scope of Work
     - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES
   - 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
     - 3.1.1. Lee County Procurement Policy Ordinance 18-22
     - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

3.1.3. Florida Statute 218 Public Bid Disclosure Act.
3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.

3.2. **Local Business Tax:** If applicable, provide with proposal.

3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

4. RFP – PREPARATION OF PROPOSAL

4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.

4.2. **Submission Format:**

4.2.1. Required Forms: complete and return all required forms. If the form is not applicable, please return with "Not Applicable" or "N/A" in large letters across the form.

4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.

4.2.3. Should not contain links to other Web pages.

4.3. **Preparation Cost:**

4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

5. RESPONSES RECEIVED LATE

5.1. It shall be the proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.

5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer's request and expense.

5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.

6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.

6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such

requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warrantees will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranteed for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or

manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.

10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISONS AND DELETIONS

11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.

12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.

13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.

14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

14.3. Lee County ***will not*** **reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.

15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. DRUG FREE WORKPLACE

17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

18. FLORIDA CERTIFIED ENTERPRISES

18.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.

18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. SUB-PROPOSER/CONSULTANT

20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

21. RFP - PROJECT GUIDELINES

21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:

21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.

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

21.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.

21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.

21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

22. RFP - EVALUATION

22.1. Ranking Method: Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of

D, then A is ranked number 1("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").

22.2. **Evaluation Meeting(s):**

22.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.

22.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.

22.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.

22.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

23. RFP – SELECTION PROCEDURE

23.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.

23.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

23.4. The Procurement Management Director reserves the right to exercise their discretion to:

23.4.1. Make award(s) to one or multiple proposers.

23.4.2. Waive minor informalities in any response;

23.4.3. Reject any and all proposals with or without cause;

23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

24. RFP – TIEBREAKER

24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

24.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th , etc. rank, will be counted until the tie is broken.

24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.

24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

25. RFP – EVALUATION/ SELECTION COMMITTEE

25.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.

25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.

25.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

26. WITHDRAWAL OF PROPOSAL

26.1. No proposal may be withdrawn for a period of 180 calendar days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.

26.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:

26.3.1. The proposer acted in good faith in submitting the proposal,

26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,

26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and

26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

27. PROTEST RIGHTS

27.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.

27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.

27.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

27.4. In order to preserve the right to protest, a written "***Notice Of Intent To File A Protest***" **must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**

27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.

27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.

27.5. **Following receipt of the Notice of Intent to File a Protest, a "Protest Bond" and "Formal Written Protest" must be filed within ten (10) business days of Posting of the Notice of Intended Decision.**

27.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

28.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

29. CONTRACT ADMINISTRATION

29.1. **Designated Contact:**

29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

29.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

29.2. RFP – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

29.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**

29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.

29.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

29.3. **RFP – Basis of Award:**

29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

29.4. **Agreement/Contract:**

29.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at **http://www.leegov.com/procurement/forms**.

29.5. **Records:**

29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

29.5.2.1. Keep and maintain public records required by the County to perform the service.

29.5.2.2. Upon request from the County's custodian of public records, provide the County 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 or as otherwise provided by law.

29.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

29.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County 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 County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit http://www.leegov.com/publicrecords.**

29.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

29.6. **Termination:**

29.6.1. Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days' advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.

29.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over $1,000,000:

29.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

29.6.4.2. Contractor 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;

29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

30. WAIVER OF CLAIMS

30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

31. LEE COUNTY PAYMENT PROCEDURES

31.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

31.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

31.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

32.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

33. DEBRIS DISPOSAL (if applicable)

33.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

34. SHIPPING (if applicable)

34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

34.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

35. INSURANCE (AS APPLICABLE)

35.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section

EXHIBIT E
PROJECT FUNDING PACKAGE

LEE COUNTY
SOUTHWEST FLORIDA

Lee County Insurance Requirements

Minimum Insurance Requirements: ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL); or
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

EXHIBIT E
PROJECT FUNDING PACKAGE

LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. **The certificate holder shall read as follows:**

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902

   b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

1. FEDERAL FUNDING

1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or "pass-through" from another entity, the County is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

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

(1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
(2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
(3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
(4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

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

2. EQUAL EMPLOYMENT OPPORTUNITY

2.1. During the performance of this contract, the contractor agrees as follows:

2.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

2.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

2.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

2.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

3. MAINTENANCE OF RECORDS

3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials

provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

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

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

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

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

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

4. DHS SEAL, LOGO, AND FLAGS

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

5. LOCAL VENDOR PREFERENCE EXCLUSION:

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

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The ONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

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

9. SUBCONTRACTS

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

10. CONFLICT OF INTEREST

10.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORs or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

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

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

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

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

12. ENERGY POLICY AND CONSERVATION ACT

12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

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

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

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

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

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

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

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

14.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

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

15.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

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

16.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same

percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

17. SUSPENSION AND DEBARMENT

17.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

17.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

17.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

17.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. RECOVERED MATERIALS

18.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

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

19. REMEDIES

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

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

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

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

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

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

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

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

20. OTHER REMEDIES AND RIGHTS

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

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

21. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

21.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

21.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work

performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

21.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. CLEAN AIR ACT

22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

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

23. FEDERAL WATER POLLUTION CONTROL ACT

23.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

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

24. BYRD ANTI-LOBBYING AMENDMENT

24.1. CONSULTANT/CONTRACTOR/VENDORs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

End of Supplemental Conditions

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. FEMA REIMBURSEMENT

2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications. 4.

3. CONDUCT

3.1. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

4. COST BREAKDOWN NOTICE

4.1. Upon request of the County, the Vendor may be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

5. CONTRACT TYPE

5.1. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by issuance of a County Purchase Order (PO) or equivalent work authorization, by and the discretion of the County. The County reserves the right to provide additional project or service clarifications with the issuance of the work authorization.

5.2. As a labor only contract, this contract shall be considered a time and materials contract. As such, each work authorization issued shall contain a not-to-exceed amount. At any time should the Vendor exceed the notated not-to-exceed amount without prior written authorization to do so by the County, all such costs exceeding the noted not-to exceed amount shall be at the risk of the Vendor and may not be charged to the County.

End of Special Conditions

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. Specific tasks are assigned as needed by the Lee County Contract Manager. All debris monitoring activities are to be in compliance with approved Federal Emergency Management Agency (FEMA) policies and guidance procedures along with other federal and state grant program requirements and all local, state, and federal regulations

1.2. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.317-326 and Office of Management, Budget Circular A-87 Revised and Debris Monitoring FEMA Fact Sheet 9580.203 dated 05/03/07 and as updated and where applicable.

1.3. Debris monitoring activities shall be divided into pre and post event tasks. Pre-event tasks shall be provided as described below. Post-event tasks shall be assigned at the direction of the COUNTY and are based on event severity and the COUNTY's need for services. Not all tasks will be assigned for all events.

2. PRE-EVENT

2.1 The Vendor shall provide assistance, support and technical guidance in the preparation for disasters through the participation in meetings, workshops and the establishment of data management and other integrated systems prior to an event. Pre-event tasks are to be at no charge to the County.

2.2 Task 1 – Information Updates

2.1.1. Within 30 days of contract execution and annually thereafter, before the start date of hurricane season, and as determined by the National Oceanic and Atmospheric Administration (NOAA), the Vendor shall:

2.1.1.1. Provide a list of key personnel and temporary service agencies that will be utilized during a Lee County disaster debris monitoring event. The list shall include the dates in which the Vendor's employees completed the Vendor's debris monitoring training program.

2.1.1.2. Provide and maintain current contact names for project director(s), to include cell phone numbers and email addresses.

2.1.1.3. Provide the name and phone number of the assigned contact person, accessible to Lee County staff in the event of a disaster or event that requires the services of the Vendor. Contact person shall be readily available twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

2.2. Task 2 – Workshops

2.2.1. The Vendor shall participate in annual pre-hurricane workshops and planning meetings with Lee County, its local municipal representatives and debris clean-up contractors to advise of new rules or policies and the changes to such in order to establish and review applicable policies and procedures for the upcoming hurricane seasons.

2.3. **Task 3 – Solicitation Reviews**

2.3.1. The Vendor shall participate in the preparation, review and recommendations of solicitations (RFP's or ITB's) posted by the County for debris removal operations, in the event the County requires such service during the term of the agreement.

2.4. **Task – Training**

2.4.1. On an annual basis, the Vendor shall provide to the County for approval, an updated monitor and supervisor training plan, including task specific training for commonly utilized monitoring activities, performance evaluation criteria, and expectations for frequency of review. The training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All full-time and temporary personnel supplied by the Vendor to Lee County under this agreement must be sufficiently trained according to this program and as further defined within these specifications.

2.4.2. The Vendor shall organize and conduct 1-2 day annual training sessions on debris monitoring for the County and its municipal agencies. Additional debris monitoring task specific trainings may be added upon request from the County as necessary.

3. **POST-EVENT**

3.1. As a result of a hurricane or other disasters, the Vendor shall provide assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies.

3.2. **Task 1 – Staffing and Equipment**

3.2.1. The Vendor shall supply a sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas. The monitors and supervisors shall be regularly evaluated for performance with additional training provided, as needed, based on observations and feedback from Lee County authorized agents. Additional job specific training will be required for staff members responsible for monitoring special debris projects. Activities shall include but are not limited to, calling load percentages, monitoring push/cut/toss, hazardous tree removals, leaner/hanger work, stump approval/removals, etc.

3.2.2. The Vendor shall supply supervisors as directed by the County to oversee crew leaders. The County, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required.

3.2.3. The Vendor shall supply an initial work force of up to 24 monitors, as directed by the County, within 24 hours of notification to proceed.

3.2.4. The Vendor shall designate one monitor as a working crew leader for each crew of six monitors, including the crew leader. In the absence of a supervisor, the crew leader will act as contact and be responsible for time sheets, assist County representative with scheduling of monitors and the coordination of ticketing and load verifications.

3.2.5. The Vendor shall dismiss any of its employees from Lee County's service, immediately upon notice from the County's contract administrator or representative. The Vendor shall replace any dismissed employees within 24 hours of the County's notice.

3.2.6. The Vendor's employees shall not present themselves as Lee County employees and shall not direct or quote policy to the customers. Requests for information related to collection schedules and/or debris

operations shall be referred to Lee County staff. The Vendor's employees shall have the Vendor's name and phone number posted clearly on their vehicle during their assigned shift.

3.2.7. Where the Automated Debris Management System (ADMS) is used, the Vendor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to make certain there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's database or easily exported to Excel or approved equivalent for reconciliation.

3.3. **Task 2 – Debris Estimations**

3.3.1. At the direction of the County, the Vendor shall review county debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

3.4. **Task 3 – Collection Vehicle Certification**

3.4.1. As directed by the County, the Vendor shall perform initial vehicle certifications, as well as follow up re-certifications, using FEMA approved and established methodologies and documentation practices. Tasks shall include, but are not limited to:

3.4.1.1. Receive incoming collection vehicles at designated "certification site(s)".

3.4.1.2. Measure collection vehicle capacity using FEMA approved methods.

3.4.1.3. Calculations that include all "deductions" for non-usable volumes such as dog houses, sloped or rounded bulk heads, tailgates, etc.

3.4.1.4. Certifications must include separate calculations for sideboards, if so equipped, so as to be easily identified as a "deduct" at the disposal area in the event that these items are removed.

3.4.1.5. Sideboards, tailgate type and any other notable equipment must be indicated on the certification form.

3.4.1.6. All other required fields on the vehicle certification forms must be legibly completed.

3.4.1.7. Paper certification forms must, at a minimum, be completed in triplicate, with the original copy maintained as record and provided to the County, the second copy provided to the debris management contractor and the third copy provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.

3.4.1.8. Prepare certification "placard" decal for collection vehicles and apply as to be visible from the driver's side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.

3.4.1.9. Photographic records of all certified vehicles shall be maintained, supplied to the County, and made available for inspection and review as needed.

3.4.1.10. Certifications shall be maintained in a data base with real time updates in the field.

3.4.1.11. A complete certification list shall be provided to each disposal site for reference.

3.4.1.12. Copies of the certification forms and certified vehicle list shall be provided to the County and the debris collection contractor on a daily basis when new certifications are added.

3.4.1.13. Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by the County and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring & management activities; e.g. available to view at collection & disposal sites.

3.5. **Task 4 – Collection Monitoring**

3.5.1. As directed by the County, the Vendor shall perform work area inspections of storm debris collection. Work areas are as directed by the Contract Administrator. The Vendor shall provide trained, comprehensive field inspections for eligible debris collected in assigned work areas utilizing load tickets and other documentation process, including ADMS. Services shall include, but are not limited to:

3.5.1.1. Debris monitoring of multifaceted debris collection activities in accordance with all FEMA and other federal, state and local debris management and collection rules, criteria and guidelines.

3.5.1.2. Issue and maintain a record of accurately detailed load tickets for each fully loaded debris removal vehicle in the field.

3.5.1.3. Provide "Tickets" that include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, and certified collection vehicle number. All other ticket fields shall be completed as indicated.

3.5.1.4. Monitor the overall work performance and productivity of the debris collection vehicles and provide photographic records as appropriate.

3.5.1.5. Remain in contact with the central dispatch/staging operations and provide detailed activity and progress reports on a daily basis or as requested.

3.5.1.6. Verify load ticket contents and legibly sign each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.

3.5.1.7. Coordinate with each collection vehicle operator that the assigned collection area is completed and specify the location where the vehicle is to return immediately following the delivery of its load to the disposal location. Once sections are completed, the monitor shall provide confirmation to their supervisor that the assigned section has been completed to the satisfaction of the County and notification is to be provided to Lee County staff. A record of the employees that verify completion of their sections shall be maintained by the supervisor and provided to the county daily.

3.5.1.8. Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to the County, such as questionable debris collection locations not on designed Lee County rights of way.

3.5.1.9. Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secured and confined within the vehicle prior to leaving the work area.

3.5.1.10. Inspect work areas to identify and document larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervisor as discovered.

3.5.1.11. GPS coordinates will be provided by the Vendor and used for all tree stumps and special collection items. FEMA stump removal, or other special debris forms may be required to be completed by the Vendor prior to scheduling collection. Items shall not be collected until authorized by the County or its representative.

3.5.1.12. Identify potential collection issues and maintain a list of these areas for review by the County and its debris management contractor by the close of each day or determined as needed.

3.5.1.13. Maintain a record or maps of the streets in which debris was previously collected for disposal.

3.5.1.14. Maintain a complete record of all collection "passes" and provide to county or its debris management contractor as requested.

3.5.1.15. Perform other related duties as directed by debris management operational office or designated County personnel.

3.5.1.16. For each employee, the Vendor shall compile daily and provide weekly, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods shall be considered and approved by the County prior to use.

3.5.1.17. Electronic ADMS records must be secure, auditable, and capable of accurately identifying, recording, and verifying all monitoring data, including the specific staff member at each stage of the debris monitoring activities.

3.5.1.18. Provide a sufficient amount of "spare" ADMS units to ensure that there are no disruptions to the operations.

3.6. **Task 5 – Monitor Temporary Debris Management Sites (TDMS)**

3.6.1. The Vendor shall provide TDMS inspection and recording services related to the debris collected and delivered to the TDMS. Tasks shall include, but are not limited to:

3.6.1.1. Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.

3.6.1.2. Maintain a copy of the collection vehicle certification log or database at each TDMS.

3.6.1.3. Verify each collection vehicle, delivering debris to the TDMS, for its certified placard information. The provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on the placard.

3.6.1.4. Confirm the collection vehicles are properly tarped when arriving at the TDMS.

3.6.1.5. As directed by the County, photograph each loaded vehicle bed and attach photograph to vehicle's load manifest/ticket or link with digital photographic records, as applicable.

3.6.1.6. Review the vehicles manifest and observe the vehicles bed to confirm that the vehicle was loaded to capacity or as described on manifest ticket. Loaded volume of vehicles shall be determined at sites where scales are not in use.

3.6.1.7. Sign, or electronically sign, inbound load tickets before permitting vehicle to leave the TDMS check-in area to empty its load.

3.6.1.8. Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.

3.6.1.9. Maintain all debris tickets in an organized manner for daily reconciliation and storage.

3.6.1.10. Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to county representative.

3.6.1.11. Ensure adequate training for staff determining load percentages from incoming collection vehicles.

3.6.1.12. Remain in contact with the central dispatch/staging operation command center. Notify county supervision immediately of any issues or potential issues.

3.6.1.13. Perform other related duties as directed by the County Contract Administrator, e.g. conduct routine and final inspections and issue closeout reports.

3.6.1.14. For each employee, the Vendor shall compile daily and provide weekly, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods shall be considered and approved by the County prior to use.

3.6.1.15. Electronic ADMS records must be secure, auditable, and capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

3.7. **Task 6 – Data Management**

3.7.1. The Vendor shall coordinate data recording and information management systems as directed by the County. Services shall include, but are not limited to:

3.7.1.1. Prepare detailed estimates and submit to the County, its representative or Florida Department of Emergency Management (FDEM) and FEMA for use in project worksheet preparation.

3.7.1.2. Implement and maintain an ADMS linking load tickets and TDMS information, including reconciliation and photographic documentation processes.

3.7.1.3. Provide daily, weekly or other periodic reports for the County and its municipal debris managers noting work progress and efficiency, current and revised estimates, project completion and other schedule forecasts and updates.

3.7.1.4. Provide ADMS data daily, weekly, or as requested to the County and its debris management contractor.

3.8. Task 7 – Other Technical and Administrative Assistance

3.8.1. The Vendor shall provide technical assistance related to a post-event response. Tasks shall include, but are not limited to:

- Route mapping;
- Traffic management;
- TDMS review;
- Baseline assessment;
- Private property identification;
- Right of entry documentation;
- Contractor management; and
- FEMA negotiations

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

1.2 Submittal package may not exceed 10 pages printed single-sided; page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Experience and References

- Provide a description of your firm's experience in providing the services as described and requested herein with three (3) government / political subdivisions, for FEMA related storm debris monitoring services typical to events that impact Florida, including counties, cities, townships, etc. with populations exceeding 100,000. Projects shall be similar in scope and size to that being requested through this solicitation that your firm has performed work for within the past five years.
- Details for each project example provided shall also include:
  - Project Name
  - Project Address
  - Customer Name
  - Customer Contact Information

- Point of contact Name, Phone, and Email
- Brief summary and description of work provided.
- Total completion time (From Notice to Proceed to Final Invoice payment)

➢ Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 2: Monitor Training Program

➢ Provide an annotated table of contents for monitoring training program.

TAB 3: Personnel

➢ Provide a detailed description of the firm's specific project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

➢ Firm must identify staff member that will serve as Project Director that 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.

➢ Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

➢ Provide resumes, licensure, and certifications of proposed specific project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.

"Resumes are not included within page restrictions, but should be limited to one (1) page per person."
"Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration."

TAB 4: Staffing/Recruiting

➢ Provide your staffing/recruiting procedures for acquiring adequate staffing to perform the described monitoring tasks. This information should be stated as it relates to various stages during a disaster response (First 24hrs, First week, etc.)

TAB 5: Data Management

➢ Describe the disaster debris monitoring system(s) used for data management. Detail shall be provided for:

- Experience operating under the federal, FEMA, and state guidelines that govern this work and how it applies to your monitoring operations;
- Type of data collection & management system(s) used for previous events;
- Staff scheduling and labor hour tracking system; and
- Communications system fused for field staff.

TAB 6: Financial Proposal

- Proposer shall complete the Financial Proposal form included within this solicitation (Form 1a) and incorporate into this section. All line items of the proposal from must be completed. The County will only accept proposals submitted on the proposal Form 1a provided by the County. Proposals submitted on forms other than those provided by the County and are not inclusive of all line items, will be deemed non-responsive and ineligible for award. The Financial proposal section shall be limited to one page (Form 1a).

- Proposer shall provide its financial proposal consisting of fully loaded cost per hour for the following Post-Event service positions:

  - Project Manager(s);
  - Operations Manager(s) / Field Coordinator(s);
  - Debris Monitor Supervisor(s);
  - Debris Monitor field/ fully loaded tagging/Crew Leaders(s); and
  - Data Entry / GIS Operator(s)

- Proposer shall provide its financial proposal consisting of fully loaded cost per hour for alternate Post-Event service positions not listed within positions recognized by the County.

- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for final award/contracting. The County does reserve the right to negotiate pricing with the number 1 selected Proposer as a condition of award.

TAB 7: Required Forms

- Forms 1- 11

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXPERIENCE and REFERENCES (TAB 1)	30
2	MONITOR TRAINING PROGRAM (TAB 2)	20
3	PERSONNEL (TAB 3)	10
4	STAFFING AND RECRUITING (TAB 4)	10
5	DATA MANAGEMENT (TAB 5)	25
6	FINANCIAL PROPOSAL (TAB 6)	5
TOTAL POINTS		**100**
***Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.**		

EXHIBIT E
PROJECT FUNDING PACKAGE

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, August 27, 2021	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, September 28, 2021	Prior to 2:30 PM
First Committee Meeting Short list discussion	Tuesday, October 19, 2021	TBD *
Notify Shortlist Selection via e-mail	Tuesday, October 26, 2021	TBD *
Final Scoring/Selection Meeting	Tuesday, November 2, 2021	TBD *
Board Meeting	Tuesday, January 4, 2022	9:30 AM

Additional notes on Submission Schedule:

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*

Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 - Procurement Management.

End of Section

EXHIBIT E
PROJECT FUNDING PACKAGE

LEE COUNTY DOCUMENT MANAGEMENT FORM

For
RFP210330BJB – Disaster Debris Monitoring for Lee County

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	If Applicable	
7	Public Entity Crime Form	Required	
	GRANT FUND – REQUIRED DOCUMENTS		
8	Certification Regarding Lobbying	Required	
9	Certification of Lobbying Activities	Required	
10	Immigration Law Affidavit Certification (E-Verify) (Provide evidence of E-Verify account)	Required	
11	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion CONSULTANT shall ensure that any SUB-CONSULTANTS added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

It is the Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # **Title/Description**

1 ***Solicitation Response Form (Required)***
All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) as certification of this required information. Sample attached for your reference.
Verify that all addenda and tax identification number have been provided.

1a ***Proposal Form (Required)***
This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

* ***Business Relationship Disclosure Requirement (if Applicable)***
Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this disclosure is applicable, the Bidder must request the form entitled *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"* (Required by § 112.313(12)(b), F.S.) to be completed and returned with the Solicitation Response. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**
NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.00.

2 ***Affidavit Certification Immigration Laws (Required)***
Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3 ***Reference Survey (Required)***
Provide this form to reference respondents. This form will be turned in with the proposal package.

1. Section 1: Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is not the Bidder/Proposer's information.)
2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "Section 3."
4. Section 4: The reference respondent to print and sign name
5. Three (3) Reference responses are to be returned with the proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 ***Negligence or Breach of Contract Disclosure Form (Required)***
The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed

in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.
If you have no litigation, enter "None" in the first "type of incident" block of the form. Please do not write N/A on this form.

5 ***Affidavit Principal Place of Business (Required)***
Certifies proposer's location information.

6 ***Sub-Contractor/Consultant List (If applicable)***
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

7 ***Public Entity Crimes Form (Required)***
Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 ***Certification Regarding Lobbying (Required)***
To be completed and returned by Vendor with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.

9 ***Disclosure of Lobbying Activities (if applicable)***
To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.

10 ***Immigration Law Affidavit Certification (E-Verify) (Required)***
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.

11 ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)***
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.

* ***Proposal Label*** (Required)
Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

EXHIBIT E
PROJECT FUNDING PACKAGE

VER 03-25-2021

Form 1 Solicitation Response Form

Lee County

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 9/28/2021 Deadline Date: 9/28/2021

SOLICITATION IDENTIFICATION: RFP210330BJB

SOLICITATION NAME: Disaster Debris Monitoring for Lee County

COMPANY NAME: Thompson Consulting Services, LLC

NAME & TITLE: (TYPED OR PRINTED) Jon Hoyle, President

BUSINESS ADDRESS: (PHYSICAL CORPORATE OR MAILING ADDRESS: 2601 Maitland Center Parkway Maitland, FL 32751

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: info@thompsoncs.net

PHONE NUMBER: 407-792-0018 FAX NUMBER: 407-878-7858

NOTE **REQUIREMENT**: IT IS THE **SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. 1	Dated: 9/10/2021	No. ____	Dated: ____	No. ____	Dated: ____
No. 2	Dated: 9/22/2021	No. ____	Dated: ____	No. ____	Dated: ____

Tax Payer Identification Number: 45-2015453

(1) Employer Identification Number -OR- (2) Social Security Number:

** *Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations.*

1 ***Collusion Statement:*** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 ***Scrutinized Companies Certification:***
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 ***Business Relationship Disclosure Requirement:*** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form *"INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983))* to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

[ ] ***Business Relationship Applicable (request form)*** [X] ***Business Relationship NOT Applicable***

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. [ ] Yes [X] No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Thompson Consulting Services, LLC
Company Name *(Name printed or typed)*

Jon Hoyle
Authorized Representative Name *(printed or typed)*

President
Authorized Representative's Title *(printed or typed)*

Authorized Representative's Signature

(Affix Corporate Seal, if applicable)

Lydia Pena, Accounting Coordinator
Witnessed/Attested by: *(Witness/Secretary name and title printed or typed)*

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number	656555
FEI/EIN Number	5111111111
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V

President, Second
555 AVENUE
Anytown, USA99999

IMPORTANT:
For Corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statute. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature

v01.03.2018

Sample Only

DIVISION OF CORPORATIONS

EXHIBIT E
PROJECT FUNDING PACKAGE

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

Document Number	M11000002276
FEI/EIN Number	45-2015453
Date Filed	05/05/2011
State	DE
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Mailing Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Registered Agent Name & Address

VCORP SERVICES, LLC
5011 SOUTH STATE ROAD 7, SUITE 106
DAVIE, FL 33314

Address Changed: 09/21/2011

Authorized Person(s) Detail

Name & Address

Title MGR

COUNSELL, NATHANIEL T
1135 Townpark Avenue
Ste 2101

Lake Mary, FL 32746

EXHIBIT E
PROJECT FUNDING PACKAGE

Title MGR

HOYLE, JON M
1135 Townpark Avenue
Ste 2101
LAKE MARY, FL 32746

Title MGR

MANNING, MICHAEL V
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

BAKER, JOHN, III
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

BROWN, CHAD
2601 Maitland Center Pkwy
Maitland, FL 32751

Annual Reports

Report Year	Filed Date
2019	04/22/2019
2020	05/21/2020
2021	04/19/2021

Document Images

04/19/2021 -- ANNUAL REPORT	View image in PDF format
05/21/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format

VER 03-25-2021

Form 1a – Bid/Proposal Form

Lee County
Southwest Florida

PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME: Thompson Consulting Services, LLC

SOLICITATION: RFP210330BJB – DISASTER DEBRIS MONITORING FOR LEE COUNTY

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Cost Per Hour shall be rounded to the nearest cent; if a Cost Per Hour rate is submitted not rounded to the nearest cent, the County will round the proposed hourly rate to the nearest cent prior to evaluation.

The County will only accept proposals submitted on proposal forms provided by the County. Proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

Post-Event Standard Positions
Vendor shall provide fully loaded Rate Per Hour for all Items/Positions 1-6.

Item	Description	Rate Per Hour
1	Project Manager	$ 95.00
2	Operations Manager	$ 65.00
3	Field Supervisor	$ 49.00
4	Field Monitor	$ 36.00
5	GIS Operator	$ 55.00
6	Data Entry	$ 22.50

Alternate Positions (not listed above)

Item	Description	Rate Per Hour
		$
		$
		$
		$
		$
		$

****The above fee schedule covers Post-Event services/tasks. Pre-event services/tasks are to be at no charge to the County.***

EXHIBIT E
PROJECT FUNDING PACKAGE

VER 03-25-2021

Form 2 – Affidavit Certification of Immigration Laws

Lee County
Southwest Florida

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP210330BJB**
SOLICITATION NAME: **DISASTER DEBRIS MONITORING FOR LEE COUNTY**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY 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").

LEE COUNTY MAY 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.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: Thompson Consulting Services, LLC

Signature	President Title	9/20/2021 Date

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of September 20 21, by Jon Hoyle who has produced
(Print or Type Name)

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

Lydia Pena
Notary Public Signature

Lydia Pena
Printed Name of Notary Public

GG334200 5/13/2023
Notary Commission Number/Expiration

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

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. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

VER 03-25-2021

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 3 Reference Survey

Lee County Procurement Management

Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: RFP No. 210330BJB for Disaster Debris Monitoring for Lee County

Section 1: Reference Respondent Information		**Please return completed form to:**
FROM:	Roshaunda Bradley	**Bidder/Proposer:** Thompson Consulting Services, LLC
COMPANY:	Leon County, Florida	**Due Date:** 9/21/2021
PHONE #:	850-606-5113	**Total # Pages:** 1
FAX #:		**Phone #:** 407-792-0018 **Fax #:** 407-878-7858
EMAIL:	bradleyr@leoncountyfl.gov	**Bidder/Proposer E-Mail:** charrison@thompsoncs.net

Section 2: [illegible]

Proposer Name: Thompson Consulting Services, LLC

Reference Project Name:	Project Address:	Project Cost:
Hurricane Disaster Debris Removal Monitoring	2280 Miccosukee Road Tallahassee, Florida 32308	$ 2,030,000.00

Summarize Scope: Thompson provided disaster debris removal monitoring services following Hurricane Michael in 2018. Thompson worked closely with the County and City of Tallahassee, as the City was simultaneously running debris removal operations. Overall, Thompson monitored the removal of over 900,000 cubic yards of debris from the County.

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3:	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were any problems encountered with the company's work performance?	No
3. Were any change orders or contract amendments issued, other than owner initiated?	No
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	10
7. If the opportunity were to present itself, would you rehire this company?	Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Leon County is extremely pleased with the services provided by Thompson for debris monitoring services for Hurricanes Irma and Michael. Thompson's staff was always professional and responsive to the unique needs of our community.	

Section 4: **Please submit non-Lee County employees as references**

Roshaunda Bradley
Reference Name (Print Name)

Roshaunda Bradley
Reference Signature

VER 03-25-2021

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 3 Reference Survey

Lee County Procurement Management

Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: RFP No. 210330BJB for Disaster Debris Monitoring for Lee County

Section 1 – Reference Respondent Information		**Please return completed form to:**	
FROM:	John Archambo	**Bidder/Proposer:** Thompson Consulting Services	
COMPANY:	Solid Waste Authority of Palm Beach County, Florida	**Due Date:** 9/21/2021	
PHONE #:	561-315-2010	**Total # Pages:** 1	
FAX #:	N/A	**Phone #:** 407-792-0018	**Fax #:** 407-878-7858
EMAIL:	jarchambo@swa.org	**Bidder/Proposer E-Mail:** ncounsell@thompsonco.net	

Section 2 – To be completed by Proposer requesting reference (on behalf of Proposer's company for the project listed below)

Proposer Name:	Thompson Consulting Services, LLC		
Reference Project Name:	**Project Address:**	**Project Cost:**	
Hurricane Debris Removal Monitoring & FEMA PA	7501 N. Jog Road, West Palm Beach, FL 33412	$ 4,000,000.00	
Summarize Scope:	Thompson has provided disaster debris removal monitoring services for the SWA of Palm Beach County following Hurricanes Irma and Matthew. Hurricane Irma produced over 2M cubic yards of debris in over 18 communities throughout the County. Thompson monitored the removal of 14,500 cubic yards of debris following Hurricane Matthew, and provided the County with FEMA reimbursement support.		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	**Indicate "Yes" or "No"**
1. Did this company have the proper resources and personnel by which to get the job done?	YES
2. Were any problems encountered with the company's work performance?	NO
3. Were any change orders or contract amendments issued, other than owner initiated?	NO
4. Was the job completed on time?	YES
5. Was the job completed within budget?	YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	10
7. If the opportunity were to present itself, would you rehire this company?	YES, Absolutely

8. Please provide any additional comments pertinent to this company and the work performed for you: The Thompson Consulting Services, LLC team has always exceeded our expectations providing outstanding monitoring services, communication, teamwork, support, reporting and proactively resolving any and all concerns or issues in a timely manner. The Thompson Consulting Services, LLC team provides the highest level of quality monitoring services possible. The team is constantly communicating before, during and following a disaster. We have received the maximum FEMA reimbursement following each event. They do it all from beginning to end submitting all required FEMA information for reimbursement. Great team that will exceed your expectations.

Section 4 – **Please submit non-Lee County employees as references**

John Archambo
Reference Name (Print Name)

John Archambo
Reference Signature

EXHIBIT E
PROJECT FUNDING PACKAGE

VER 03-25-2021

Form 3 Reference Survey

Lee County Procurement Management

Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: RFP No. 210330BJB for Disaster Debris Monitoring for Lee County

Section 1	Reference Respondent Information	**Please return completed form to:**
FROM:	Jim Howes	**Bidder/Proposer:** Thompson Consulting Services, LLC
COMPANY:	Escambia County, Florida	**Due Date:** 9/21/2021
PHONE #:	850-554-2752	**Total # Pages:** 1
FAX #:		**Phone #:** 407-792-0018 **Fax #:** 407-878-7858
EMAIL:	jchowes@myescambia.com	**Bidder/Proposer E-Mail:** jhoyle@thompsonc.net

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	Thompson Consulting Services, LLC		
Reference Project Name:	Project Address:	Project Cost:	
Disaster Debris Removal Monitoring	13009 Beulah Rd., Cantonment, FL 32533	$ 7,138,315.00	
Summarize Scope	Thompson has maintained a stand-by debris monitoring services contract with Escambia County since 2018. Since then Thompson has supported the County in planning and preparedness efforts through the update of the County's Debris Management Plan in 2019 and assistance in developing scope of work materials for the County's debris hauler procurement. In 2020 Thompson was activated by Escambia County to perform debris removal monitoring services following the impacts of Hurricane Sally.		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	Yes
2. Were any problems encountered with the company's work performance?	No
3. Were any change orders or contract amendments issued, other than owner initiated?	Yes
4. Was the job completed on time?	Yes
5. Was the job completed within budget?	Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	10
7. If the opportunity were to present itself, would you rehire this company?	Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Thompson provides excellent service.	

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) J E Howes

Reference Signature JHowes

Form 4 -Negligence or Breach of Contract Disclosure Form

REVISED 02/22/2017

Lee County
Southwest Florida

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Thompson Consulting Services, LLC

Type of Incident *Alleged Negligence or Breach of Contract*	**Incident Date And Date Filed**	**Plaintiff** *(Who took action against your company)*	**Case Number**	**Court** *County/State*	**Project**	**Claim Reason** *(initial circumstances)*	**Final Outcome** *(who prevailed)*
NONE							

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 1 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.
Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Lee County
Southwest Florida

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Thompson Consulting Services, LLC

Jon Hoyle
Printed name of authorized signer

President
Title

⇒
Authorized Signature

9/20/2021
Date

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. ***LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of September 20 21, by Jon Hoyle (Print or Type Name) who has produced personally known as identification.
(Type of Identification and Number)

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

Notary:
State of Florida
County of Orange

⇒
Notary Public Signature

GG334200 5/13/2023
Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:
   ____ Lee County
   ____ Collier County
   X Non-Local

   Local Business Tax License #

2. Address of Principal Place of Business: 2601 Maitland Center Parkway, Maitland, FL 32751
3. Number of years at this location: >1 years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years: X Yes* ____ No *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract: 350
6. Does your company have a Drug Free Workplace Policy: X Yes ____ No

*Thompson has served as Lee County's standby disaster debris monitoring services provider since 2013. Thompson's debris removal monitoring contract was activated following Hurricane Irma in 2017 and Thompson monitored the removal of over 2M cubic yards of debris from the County.

EXHIBIT F
PROJECT FUNDING PACKAGE

Form 6-Sub-contractor/consultant List

Lee County
Southwest Florida

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Not Applicable

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County, Florida
(*Print name of the public entity*)

by Jon Hoyle, President
(*Print individual's name and title*)

for Thompson Consulting Services, LLC
(*Print name of entity submitting sworn statement*)

whose business address is 2601 Maitland Center Parkway Maitland, FL 32751

(If applicable) its Federal Employer Identification Number (FEIN) is 45-2015453

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a 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) (c), 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 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies.*)

    X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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, member, or agents who are active in 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(*Signature*)

9/20/2021
(*Date*)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of September 2021, by Jon Hoyle who has produced
(Print or Type Name)

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

Lydia Pena
(NOTARY PUBLIC)

My Commission Expires: 5/13/2023

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

Form #8: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor/Consultant, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor/Consultant's Authorized Official

Jon Hoyle, President
Name & Title of Contractor/Consultant's Authorized Official

9/20/2021
Date

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 9: Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	☒ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:	7. * Federal Program Name/Description:

Not Applicable

8. Federal Action Number, if known:	9. Award Amount, if known:
	$

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $ 100,000 for each such failure.

* Signature:

*Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

EXHIBIT E
PROJECT FUNDING PACKAGE

Form # 10: Immigration Law Affidavit Certification (E-Verify)

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by the County.

Company Name Thompson Consulting Services, LLC

Print Name Jon Hoyle Title President

Signature Date 9/20/2021

State of Florida

County of Orange

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of September, 20 21, by

Jon Hoyle who has produced personally known as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Lydia Pena
Printed Name of Notary Public

GG334200 5/13/2023
Notary Commission Number/Expiration

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Company ID Number: 1111126

Approved by:

Employer Thompson Consulting Services, LLC	
Name (Please Type or Print) Ryan Kelley	Title
Signature Electronically Signed	Date 07/18/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/18/2016

E-Verify EXHIBIT E
PROJECT FUNDING PACKAGE

Company ID Number: 1111126

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Consulting Services, LLC
Company Facility Address	2601 Maitland Center Parway Maitland, FL 32751
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	452015453
North American Industry Classification Systems Code	541
Parent Company	Thompson Holdings, Inc.
Number of Employees	10 to 19
Number of Sites Verified for	1

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, Thompson Consulting Services, LLC, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Contractor
SUBCONTRACTOR

Thompson Consulting Services, LLC

By: _____
Signature

Jon Hoyle, President
Name and Title

2601 Maitland Center Parkway
Street Address

Maitland, FL 32751
City, State, Zip

10/5/2021
Date

VER 03-25-2021

EXHIBIT E
PROJECT FUNDING PACKAGE

Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN

SOLICITATION NO.:	**RFP210330BJB**
SOLICITATION TITLE:	**DISASTER DEBRIS MONITORING FOR LEE COUNTY**
DATE DUE:	**Tuesday, September 28, 2021**
TIME DUE:	**Prior to: 2:30 PM**
SUBMITTED BY:	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901

Note: proposals received after the time and date above will not be accepted.



***Notice: the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.**

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: September 10, 2021

Solicitation No.: RFP210330BJB

Solicitation Name: Disaster Debris Monitoring for Lee County

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT:

Attachment # 1 – Draft Lee County Agreement – Product / Service

2. ADDITIONAL SPECIFICATION REVISIONS:

The following shall be considered revised to the Submittal Requirements & Evaluation Criteria provided with this solicitation.

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1.3. - TAB 3: PERSONNEL

- Provide a detailed description of the firm's specific project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the ~~Project Approach~~ **Detailed Specifications** and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

3. QUESTIONS/ANSWERS:

1.	Please confirm the Agreement for this RFP is the PSA Agreement available on the referenced link. http://www.leegov.com/procurment/forms
Answer	**The attached draft of the Lee County agreement will be used for this service.**

2.	Request revision to specifications to reference compliance with current FEMA Guidance in FEMA publications: 1) Public Assistance Program and Policy Guide "PAPPG: (Version 4, Effective June 1, 2020 FP-104-009-2: and 2) Public Assistance Debris Monitoring Guide (March 2021). The PAPPG superseded all pervious FEMA index Guides and Series 9500 Guidance documents.
Answer	**The documents referenced within the question are active and valid reference documents for agencies seeking services for Debris Monitoring and Debris Removal services. It is greatly recommended that Vendors intending to provide services under this solicitation and associated Agreement familiarize themselves with the updated resources made available by FEMA. Links to documents referenced are provided as follows:** **https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf;** **and** **https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf**

3.	Would the County please consider increasing the page restriction to at least fifteen (15) pages to allow for the preparation of an adequate response to the tabbed sections?
Answer	**No. Page restriction remains 10 pages.**

4.	Request Form 3 Reference Survey timeline for references to match the five (5) year maximum requirement in Submittal Requirements & Evaluation Criteria.
Answer	**The timeline indicated on Form 3 (twelve months) is only applicable where the Vendor reuses a previously completed Form 3 document from a prior County advertised solicitation. As such, Form 3 Reference Survey may be utilized for references that exceed the twelve-month period.** **As it pertains to Tab 1 of the evaluation criteria, by way of this addendum the stipulation of completion within the past 5 years is considered removed. The County desires to see experience and reference information for projects or clients that are relevant to the scope and size to that being requested within the solicitation.**

5.	In TAB 3 – Personnel it references a statement to "pertain/apply to the Project Approach". There is no tab related to Project Approach. Will this be added and increase to the maximum number of pages allowed?
Answer	**No. See revised language in Additional Specification Revisions section of this addendum clarifying the request of the County.**

6.	Please define what "undesignated information: "additional details and documents" would be allowed to be included at the end of the specified tabs. The interpretation is left to the proposers and could be interpreted to be wide open to include firms qualifications, project approach, details of the ADMS system and other information the proposer deems appropriate. Since the response documentation is limited to 10 pages, would the County please identify the allowed additional documentation to level the playing field for all proposers?
Answer	**"Undesignated information: additional details and documents" shall include, but is not limited to items such as resumes, licensure, certifications, etc.**

7.	Would the County consider revising the positions to be proposed for the following reasons? - If a proposer is using a paper system (non-ADMS) a data entry clerk is required. However, in an ADMS system the position is not necessary. - If a proposer is using an ADMS system a Data Manager is necessary to reconcile the data daily, QA/QC data, prepare data for reports, extrapolate requested data. - Add a Billing/Invoice Analysis to the schedule. This position audits Debris Contractor invoices with the County contract and manages all invoices that need to be corrected.
Answer	**As it pertains to the points above:** - **Point 1 and 2: If a Data Manager is required in lieu of a Data Entry position, then the Proposer shall input the fully loaded rate associated with the Data Manager at line 6 for the Data Entry position. The County requires that a Data Entry position be contracted with the awarded Vendor. This individual may handle entry of information into the Vendor's proposed system and/or may provide analytical management of this information. The Data Entry position as provided on line 6 is intended to encompass all necessary tasks required of receipt and record management of field data.** - **Point 3: As provided in Tab 6 details, Proposer may list any alternate positions not already provided in items 1-6 where indicated on the bid schedule.** **All positions provided for and listed within bid schedule, including Alternate Positions, shall coincide with the personnel identified by the Proposer within the required TAB 3 – Personnel section of the submittal.**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

Brian Boehs - Procurement Analyst
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management

EXHIBIT E
PROJECT FUNDING PACKAGE

Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: September 22, 2021

Solicitation No.: RFP210330BJB

Solicitation Name: Disaster Debris Monitoring for Lee County

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **ATTACHMENTS: NONE**

2. **QUESTIONS/ANSWERS:**

1.	Can you please advise if the prime consultant/contractor is required to complete and submit a Form 11 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, or is this required only for subcontractors who will serve under the prime consultant? I ask because Form 11 uses the term "prospective subcontractor."
Answer	**Yes. Form 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion) is required by both the Prime Consultant/Contractor/Vendor and the Sub-Consultant/Contractor/Vendor.**

2.	Are vendors required to include all costs (including ADMS costs) within the hourly rates proposed or can a separate hourly rate for ADMS be proposed?
Answer	**The County shall pay the Vendor for actual work performed under this Agreement at the labor rates provided. Rates are fully burdened and include, but are not limited to, overtime, taxes, benefits, handling charges, overhead, profits, per diem and fuel costs. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the Vendor.**

3.	Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet?
Answer	**Vendors must bid all line items. The County requires that the positions listed be contracted with the awarded Vendor. These positions are intended to encompass all necessary tasks required of debris monitoring. Proposer may list any alternate positions not already provided in items 1-6 where indicated on the bid schedule. All positions provided for and listed within the bid schedule, including Alternate Positions, shall coincide with the personnel identified by the Proposer within the required TAB 3 – Personnel section of the submittal.**

4.	Considering the amount of documentation requested in the RFP, would the County consider removing the 10-page limit?
Answer	**The County is allowing for an increase of pages. Page limit shall not exceed 15 pages.**

5.	Would the County please confirm that the following information does not count toward the ten-page limit: Proposal cover, cover letter, Cover Page, table of contents, resumes, certifications, Financial Proposal (Tab 6), and Required Forms (Tab 7)
Answer	**Addendum 1 of this solicitation identified ""Undesignated Information: Additional Details and Documents" shall include, but is not limited to items such as resumes, licensure, certifications, etc.". Therefore, items not included within the Tabs and that are placed in the rear of the package do not count toward the ten-page limit.** **Section 1.2 of the submittal requirements states: "Page restriction excludes required forms found herein and dividers." Therefore, the Proposal Cover, Table of Contents, Financial Proposal Form and Required Forms do not count toward the ten-page limit.** **Section 1.3 of the submittal Requirements states: "Cover Page: Introduction does NOT count towards page restriction requested herein". Therefore, the Cover page does not count toward the ten-page limit.** **Section 1.3 of the submittal Requirements states: "TAB 3: Personnel – Resumes are not included within page restrictions, but should be limited to one (1) page per person". Therefore, Resumes do not count toward the ten-page limit.**

6.	Would the County please clarify the requirements of Tab 2, and consider removing the monitor training program (Tab 2) from the ten-page limit?
Answer	**To clarify, within Tab 2, the County is seeking a general overview of your monitor training program. A table of contents format with simple bullet points to describe your process and highlight your means and methods is preferred. The monitor training program will not be removed or exempted from the page-limit requirement. See answer 4 above for revised page limit.**

7.	Will the contract be awarded to multiple contractors, or just a single contractor?
Answer	**See Terms and Conditions, Section 23.4.1. The Procurement Management Director reserves the right to exercise their discretion to: Make award(s) to one or multiple proposers.**

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

Brian Boehs - Procurement Analyst
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management

Solicitation No.: RFP210330BJB

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Service Provider

SUBJECT: Project known as: Disaster Debris Monitoring for Lee County

Between Lee County and Thompson Consulting Services, LLC

Reference: Board action approving contract/agreement

Board Date: 3/1/2022 Agenda Item No.: 18

2

Please sign the attached documents on appropriate signature lines. When complete, please send entire packet to the next Department on the numbered list below. Please return to Procurement Management when fully completed.

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of: Routed by Procurement
Project Sponsoring Department

____ Recommendation to execute

____ Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____

Signed: _____

(2) By Procurement Management:

X Recommending execution

____ Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: Connie Revalle Date: 3-2-22

Date received: _____ Date returned/forwarded: _____

Signed: _____

(3) By the Risk Management

✓ Recommending execution

____ Not recommending execution for the following reason(s)

Date received: 3/2/2022 Date returned/forwarded: Mar 3, 2022

Signed: _____

(4) By the County Attorney:

✓ Recommending execution

____ Not recommending execution for the following reason(s)

Date received: 3/3/2022 Date returned/forwarded: 03-4-22

Signed: _____

(5) Board

(6) Clerk's Office, Minutes Department MB 3-7-22

(7) Procurement Management Brian Boehs

2022 MAR -7 PM 2:41 RECEIVED MINUTES OFFICE

2022 MAR -3 PM 4:19 RECEIVED BY LEE CO. ATTORNEY

Lee County
Southwest Florida

ITEM 18.
Solid Waste - Consent

AGENDA ITEM REPORT

DATE: March 1, 2022
DEPARTMENT: Solid Waste
REQUESTER: Douglass Whitehead
TITLE: Award Contract for Disaster Debris Monitoring for Emergency & Disaster Events

I. MOTION REQUESTED

A) Award Request for Proposal No. RFP210330BJB, Disaster Debris Monitoring, for Lee County to Thompson Consulting Services, LLC, for disaster debris monitoring services in the event of an emergency or natural disaster, on an as needed basis, for an initial term of three (3) years.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
C) Grant the County Manager or designee the authority to renew the contract, for up to three (3) additional one (1) year periods, and to execute all associated documents if doing so is in the best interest of Lee County, and there are no cost increases associated with the renewal. Events resulting in expenditures in excess of $100,000 will be presented to the Board at the earliest allowable date under the circumstances.

D) Authorize the County Manager or designee to initiate services under the contract by issuance of a County work authorization, upon declaration of a State of Local Emergency by the Board of County Commissioners.

II. ITEM SUMMARY

Awards a competitively bid, three (3) year contingency contract to Thompson Consulting Services, LLC, for disaster debris monitoring services. Services include oversight of debris collection contractor(s) for contract compliance and compilation and submittal of data and/or invoices to federal and state agencies for reimbursement. All debris monitoring activities will ensure compliance with approved FEMA policies and guidance procedures along with other Local, State, and Federal regulations and requirements. Any projected monitoring expense over $100,000 will be separately presented to the Board for approval. The County may elect to renew the contract for up to three (3) additional one-year periods.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

The Solid Waste Department submitted a request to Procurement Management to obtain proposals for the project known as Disaster Debris Monitoring. On the proposal deadline of September 28, 2021, Procurement Management received five (5) proposals. The proposals were reviewed by the evaluation committee on November 8, 2021. The evaluation committee's recommendation is to award to the most responsive, responsible proposer based on the evaluation criteria requirements, Thompson Consulting Services, LLC.

B) Policy Issues

Ensures compliance with Federal and State documentation of debris recovery for reimbursement.

C) BoCC Goals

D) Analysis

Lee County is subject to natural disasters such as hurricanes, flooding and other weather related events. As part of the management of recovery efforts, certain prepositioned contracts are required to assist Lee County in the management, tracking and, if applicable, Federal (FEMA) or State reimbursement applications for funds associated with disaster recovery activities.

Competitively selected prepositioned monitoring contracts are a requirement under FEMA regulations for communities that seek reimbursement for disaster recovery expenditures. Funding requirements will be identified immediately after the disaster event and the Department's budget will be amended upon BoCC approval.

This contract provides Lee County with disaster debris monitoring services, including but not limited to, debris monitors, debris monitoring services at debris management sites (DMS), oversight of debris collection contractor(s) for contract compliance, verification and interpretation of regulatory agency policies, and compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities will be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all Local, State, and Federal regulations.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	See Comments below.
B)	Is this item approved in the current budget?	N/A
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: To be determined at the time of the event. Program: Solid Waste Project: Account Strings:	
G)	Fund Type?	Enterprise
H)	Comments: Funding level to be determined based on storm severity and level of service required at the time of an event. Funding not included in department budget but will be transferred from the Lee County Solid Waste Reserves designated for Debris Recovery to the appropriate fund(s) when required.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Executed Agreement with Thompson Consulting	1/19/2022	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Solid Waste	Tucker, Mary	Approved	2/17/2022 - 2:06 PM
Solid Waste	Whitehead, Douglass	Approved	2/17/2022 - 5:14 PM
Budget Services	Henkel, Anne	Approved	2/18/2022 - 11:13 AM
Budget Services	Winton, Peter	Approved	2/18/2022 - 12:28 PM
County Attorney	Swindle, Amanda	Approved	2/18/2022 - 2:35 PM
County Manager	Salyer, Glen	Approved	2/21/2022 - 8:44 AM

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-064
April 20, 2022

REQUESTED MOTION: Approve the proposed Grace Classicial Academy's drainage swale as pursuant to Land Development Code (LDC) Sec. 3-327.

REQUESTOR: Jacqueline Genson, Planning and Zoning Manager; Trisha Goff, Development Services Engineer

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND: The Grace Classical school has proposed the addition of a paved drive aisle, which will be used for a school pick up and drop off queuing line. Due to the impervious coverage of pavement, a drainage swale located along the south property line has been proposed for water quantity and quality of the project. Per LDC Sec. 3-327, open drainageways located within 100 feet of school sites are not permitted unless specifically approved by the City Council.

Staff has no life safety concerns for the proposed drainage swale due to the location, depth, and dimensioning of the swale. The proposed swale is only 6 inches in depth. The Applicant indicated that for their work with public schools in the area, the guidelines are to not have open swales over 2 feet deep near the school area or they would have to be fenced, similar to a lake/pond.

STAFF RECOMMENDATION: Approve the proposed drainage swale next to the existing school.

ATTACHMENTS:

1. LDC Sec. 3-327
2. Copy of Applicant Response Letter, dated April 1, 2022
3. Copy of Resubmittal Plans (LDO22-88258-BOS)

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved __ Denied __ Deferred ___ Other_____

Sec. 3-327. - Open channels and outfall ditches.

With the exception of roadside swales and major drainageways, open drainageways within 100 feet of school sites shall not be permitted unless specifically approved by the council. Drainage plans shall provide that stormwater be collected in properly designed systems of underground pipes, inlets and other appurtenances, and be conveyed to an ultimate positive outfall. Where permitted, open drainageways shall retain natural characteristics, and be designed and protected so that they do not present a hazard to life and safety. Protection against scour and erosion shall be provided as required by the city manager or designee.

(Ord. No. 05-03, § 1(3-324), 1-19-2005)

Grady Minor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

April 1, 2022

Ms. Trisha Goff, P.E.
City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

RE: Grace Classical Academy
LDO22-88258-BOS
Response to Comments – Submittal 2

Dear Ms. Goff:

The purpose of this submittal is to respond to the request for additional information in your letter dated March 10, 2022.

Please find **five (5) sets** of the following items:

1. Response Letter
2. Resubmittal Fee in the amount of $250.00 + Fire Review Fee of $110.00 ($360.00)
3. Revised Landscape Plans
4. Revised LDO Plans
5. PDF copy of all submittals on CD.

We offer the following in response to your comments:

Bonita Springs Engineering Comments: Trisha Goff, P.E.

1. Signage:
   a. A Stop Bar and a Stop Sign shall be added prior to exiting new paved roadway due to two-way traffic to the west drive aisle.
   b. Add do not enter signage prior to exiting new paved roadway.
   Response: It has been provided. Please reference sheet 3 of the revised plans.

2. Per LDC Sec. 3-327, open drainageways located within 100 feet of school sites are not allowed.
   Response: The proposed detention is not a drainageway, it is provided to have the water quality volume necessary for the increase in impervious area for the South Florida permit. The drainageways are inlet and pipes. The proposed detention is very small with the depth of 0.5ft, hence there will be no hazardous issue due to the proposed detention being near school. We request that you present this to City Council for an official interpretation that

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134
Ph. 239-947-1144 • Fax. 239-947-0375
EB 0005151 • LB 0005151 • LC 26000266
www.gradyminor.com

a water management area such as this would not qualify as a drainageway. In our work for public schools in the area, there were guidelines to not have open swales over 2 ft deep near the school area or they would have to be fenced, similar to a lake/pond. A swale/retention such as this would not need to be fenced. If further information is needed, please let us know.

3. Provide a narrative for proposed drainage conveyance.
   Response: The proposed drainage conveyance is the inlet connected to the swale. Water will flow form inlet via pipe to the existing detention.

4. If the open drainage is approved to be constructed, please demonstrate on plans the proposed slope of the rip rap next to control structure and if there will be a berm located on the south side of the control structure.
   Response: The slope to the riprap has been provided in the plans. No berm is needed in the south side of the structure as the adjacent site is part of the overall site.

5. There is an existing electrical line crossing the proposed 12" RCP. Please demonstrate on plans that there is no conflict.
   Response: There is no conflict, and the label has been provided in the revised plans.

6. Sheet 3: Site, Paving, Marking and Grading Plan:
   a. Provide additional existing elevations of the grass parking area.
      Response: It has been provided in the revised plans of sheet 2.

   b. Provide drainage arrows clearly delineating the direction of flow.
      Response: It has been provided in the revised plans of sheet 3.

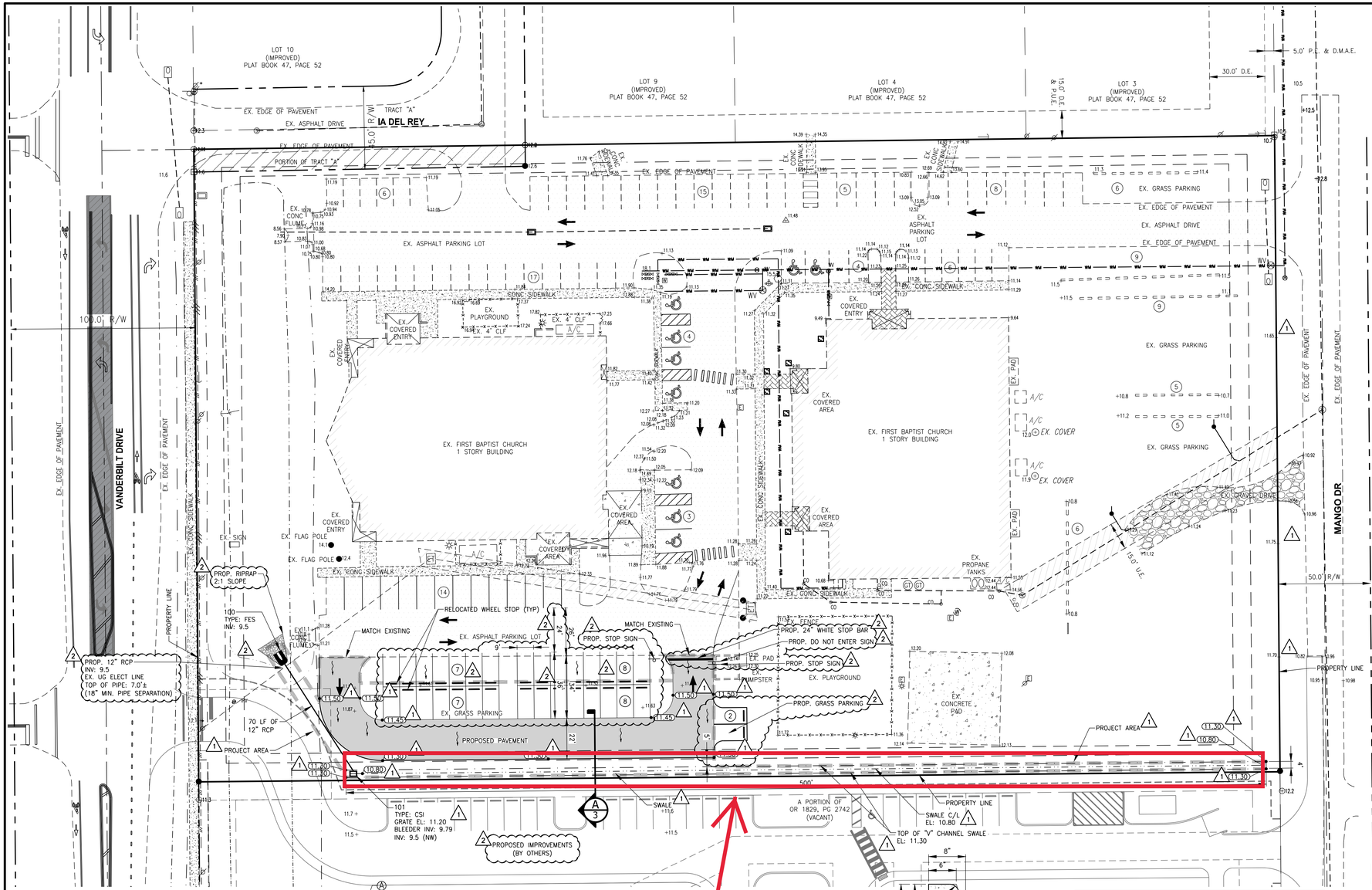
   c. It appears that parked vehicles will be partially in the drive aisle. Provide dimensions of parking spaces and ensure the entire space is located within the grassed area.
      Response: Plans are revised, and the dimension of parking spaces are provided.

   d. On Cross Section, verify the location of the proposed landscaping.
      Response: Plans has been revised accordingly.

   e. Ensure all easements are shown on plans.
      Response: All the easement are provided.

7. The existing SFWMD Permit shall be modified for the proposed work, please provide update of submittal.
   Response: SFWMD permit has been requested. It will be provided once received.

8. STIPULATION: Mitered end shall be flush with slope to detention area. If not, rip rap may be required.
   Response: Riprap is provided.



1 LAND USE SUMMARY

LAND TYPE	EXISTING AREA	PROPOSED AREA	% OF TOTAL PROPOSED AREA
BUILDING COVERAGE	2.05	2.05	23.62
IMPERVIOUS	1.38	1.52	37.51
PERVIOUS	3.44	3.21	36.98
DRY RETENTION	1.81	1.9	21.89
TOTAL	8.68	8.68	100

PROJECT AREA	AREA (AC)
IMPERVIOUS	0.14
PERVIOUS	0.05
DETENTION	0.09
TOTAL	0.28

GENERAL NOTES

1. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88). CONVERSION FROM NAVD 88 TO NGVD 29 = (+)1.214 FEET.
2. BLACK SILT FENCE SHALL BE PLACED ALONG THE PROPERTY LINES AND/OR CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION. REFER TO CLEARING AND EROSION CONTROL PLAN SHEET FOR SILT FENCE CONSTRUCTION INFORMATION, AS APPLICABLE.
3. ALL DISTURBED AREAS SHALL RECEIVE SEED AND MULCH. EXCEPT WHERE SPECIFICALLY IDENTIFIED AS A PAY ITEM FOR A PARTICULAR AREA, SEED AND MULCH IS INCIDENTAL TO THE PROJECT.
4. UTILIZE SYNTHETIC BALES. TEMPORARY BERMING, SOD, SEED, AND MULCH TO CONTROL EROSION AS REQUIRED OR DIRECTED BY THE OWNER OR ENGINEER OR TO MEET NPDES REQUIREMENTS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION AND CONTROL OF ANY EROSION, SEDIMENTATION OR SURFACE WATER TURBIDITY CAUSED BY HIS ACTIVITY.
6. CONTROL STRUCTURES, SEDIMENT SUMPS AND OTHER FEATURES PERMITTED AS PART OF THE WATER MANAGEMENT SYSTEM SHALL BE CONSTRUCTED AS EARLY AS POSSIBLE IN THE CONSTRUCTION SEQUENCE.
7. ALL JUNCTION BOX RIMS AND GRATE INLETS SHALL BE SET AT THE PROPOSED FINISHED GRADE. ENGINEER AND/OR OWNER MAY ADJUST RIM AND GRATE ELEVATIONS IN FIELD.
8. DURING CONSTRUCTION, GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MIRAFI 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM FALLING INTO THE INLET.
9. LANDSCAPING AND IRRIGATION SHALL BE INSTALLED PRIOR TO FINAL ACCEPTANCE.
10. EXISTING REFERS TO FACILITIES EITHER PREVIOUSLY CONSTRUCTED OR TO BE CONSTRUCTED UNDER SEPARATE DEVELOPMENT ORDER.
11. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DEVIATION IN PLAN INFORMATION SHALL BE REPORTED TO THE ENGINEER AND OWNER'S REPRESENTATIVE IMMEDIATELY.
12. CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER AND OWNER WRITTEN APPROVAL FOR ANY DEVIATION IN PLANS AND/OR SPECIFICATIONS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS. TRAFFIC CONTROL OPERATION PROCEDURES SHALL BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
14. INSTALLATION OF SUBSURFACE CONSTRUCTION, INCLUDING BUT NOT LIMITED TO WATER AND IRRIGATION LINES, SEWER LINES, PUBLIC UTILITIES AND STORM DRAINAGE IS REQUIRED PRIOR TO COMPACTION OF SUBGRADE AND ROADWAY CONSTRUCTION.
15. CONTRACTOR SHALL ATTEND PRE-CONSTRUCTION MEETING WITH BSU, CITY OF BONITA SPRINGS, OWNER AND ENGINEER PRIOR TO START OF CONSTRUCTION.
16. THE FIRE PROTECTION WATER SUPPLY INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND IN-SERVICE PRIOR TO PLACING COMBUSTIBLE MATERIALS ON SITE. FIRE HYDRANTS SHALL BE MARKED IN A UNIFORM MANNER, IN ACCORDANCE WITH NFPA 291.
17. EXOTIC VEGETATION AS DEFINED BY CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE [LDC], SHALL BE REMOVED FROM THE SITE AND SUBSEQUENT ANNUAL EXOTIC REMOVAL (IN PERPETUITY) SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
18. CONTRACTOR SHALL CLEAR ALL EXCAVATION AND FILL AREAS. ACTUAL LIMITS OF CLEARING SHALL BE DETERMINED IN THE FIELD BY OWNER OR ENGINEER.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS AND DEBRIS (INCLUDING EXISTING STRUCTURES) NOT REQUIRED TO REMAIN IN THE PROPOSED CONSTRUCTION AREA. WHERE SO DEPICTED BY THE OWNER'S REPRESENTATIVE, TREES AND VEGETATION WITHIN THE CLEARING LIMITS SHALL BE PROTECTED, LEFT STANDING, AND TRIMMED TO PREVENT DAMAGE TO LIMBS AND ROOTS DURING CONSTRUCTION.
20. CONTRACTOR SHALL REMOVE ALL MUCK AND OTHER UNSUITABLE MATERIAL FROM FILL AREAS PRIOR TO PLACEMENT OF FILL. ALL MUCK AND OTHER UNSUITABLE MATERIAL EXCAVATED FROM LAKES OR REMOVED FROM FILL AREAS SHALL BE STOCKPILED AND THEN PLACED WITHIN THE PROPOSED PROJECT AS DETERMINED BY OWNER.
21. ALL FILL SLOPES SHALL BE PROPERLY COMPACTED AS REQUIRED IN THE SPECIFICATIONS AND SHALL BE SEEDED OR SODDED AS DIRECTED BY OWNER WITHIN 24 HOURS OF FINAL GRADING.
22. THE CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS INSTALLED ON A FINAL SET OF RECORD DRAWINGS WHICH SHALL BE DELIVERED TO THE ENGINEER IMMEDIATELY.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH FP&L ON THE INSTALLATION OF STREET OR PARKING LOT LIGHTS, UNDERGOUND INSTALLATION, TRANSFORMER INSTALLATION, ETC.
24. THE REVIEW AND APPROVAL OF THESE IMPROVEMENT PLANS DOES NOT AUTHORIZE THE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EXISTING EASEMENTS OF RECORDS.
25. THE PROPERTY OWNER IS RESPONSIBLE FOR REPLACEMENT OF ALL DEAD LANDSCAPE MATERIAL AND MAINTENANCE OF THE REQUIRED IRRIGATION SYSTEM AFTER THE EXPIRATION OF THE CONTRACTOR'S WARRANTY PERIOD.
26. THE OWNER OR HIS ASSIGNEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WATER MANAGEMENT SYSTEM, OPEN SPACE, COMMON AREAS, AND PRIVATE STREETS.
27. THIS SITE IS NOT LOCATED IN A FLOOD PLAIN OR FLOOD WAY
28. THIS PROJECT WILL NOT CAUSE ADVERSE IMPACTS TO GROUND AND/OR SURFACE WATERS
29. SITE IS SAFE FOR BUILDING PURPOSES BASED ON REVIEW OF FEMA FLOOD MAPS AND USGS SOIL SURVEY OF LEE COUNTY. FOUNDATION DESIGN BY OTHERS.

PARKING CALCULATIONS

BUILDING	CRITERIA	EMPLOYEE/STUDENTS	CALCULATION	REQUIRED
DAYCARE	2 PER EMPLOYEE	13	2X13	26
K-8	1 PER EMPLOYEE	10	1X10	10
	1 PER 40 STUDENTS	160	160/40	4
				48 SPACES
THE TOTAL PROVIDED PARKING SPACES = 154 SPACES (82 PAVED* + 72 GRASS)				
*INCLUDING: 28 SHARED PARKING SPACES (NORTHERN OFFICES)				

2 PARKING CALCULATIONS PER WORSHIP USE:
FROM PREVIOUSLY PERMITTED PLAN UNDER ERP APPLICATION NO. 041025-11, THE REQUIRED PARKING SPACES = 133 SPACES (50% MAY BE GRASS PARKING)

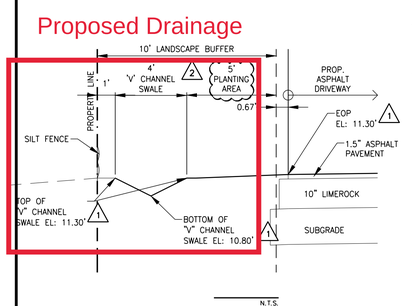
THE TOTAL PROVIDED PARKING SPACES = 154 SPACES (82 PAVED* + 72 GRASS)

* INCLUDING: 28 SHARED PARKING SPACES (NORTHERN OFFICES)

1 WATER MANAGEMENT TABLE FROM PREVIOUSLY PERMITTED UNDER 36-08004-S.

MINIMUM FINISHED FLOOR ELEVATION = 12.79
FEMA = ZONE X

MINIMUM PARKING LOT ELEVATION = 11.29 NAVD
CONTROL ELEVATION = 9.79 NAVD



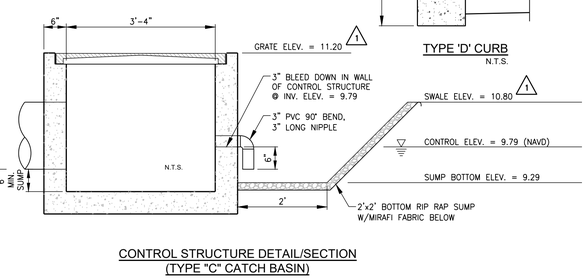
TYPICAL ROW ASPHALT SECTION
N.T.S.

(A) ASPHALTIC CONCRETE PAVEMENT (TYPE SP-12.5) SHALL BE CONSTRUCTED IN TWO 3/4" LIFTS. THE SECOND LIFT SHALL BE CONSTRUCTED AFTER SUBSTANTIAL COMPLETION OF BUILDING CONSTRUCTION.

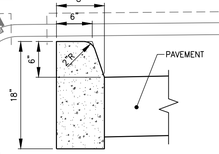
(B) 10" LIMEROCK BASE MATERIAL MAY BE SUBSTITUTED AS AN ALTERNATE DESIGN TO THE 12" STABILIZED SUBGRADE. ALL SPECIFICATIONS FOR LIMEROCK BASE MATERIAL SHALL BE ADHERED TO.

(C) ALTERNATE PAVEMENT SECTIONS UTILIZING MATERIALS INCLUDING PAVER BLOCKS AND BOMANITE MAY BE SUBSTITUTED FOR THE ABOVE SYSTEMS. STRUCTURAL CHARACTERISTICS MUST MEET MINIMUM COLLIER COUNTY L.D.C. REQUIREMENTS.

1. LIMEROCK BASE MUST EXTEND 6" BEYOND EDGE OF PAVEMENT.
2. SUBGRADE MUST EXTEND 12" BEYOND EDGE OF PAVEMENT.



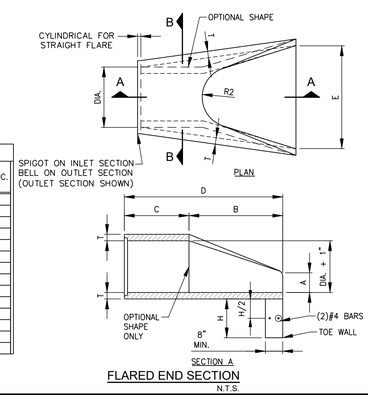
CONTROL STRUCTURE DETAIL/SECTION (TYPE "C" CATCH BASIN)



TYPE 'D' CURB
N.T.S.

FLARED END SECTION DIMENSIONS

DIA	T	REINF SQ IN/FT	BELL OR SPIGOT	A	B	C	D	E	P	R1	R2	FLAT	WEIGHT (LBS.)	H	TOE WALL CLASS I CONC. (MISC.) CY
12"	2"	0.07	1½"	4"	2'-0"	4'-0⅝"	0'-8"	2'-0"	19⅛"	10⅝"	9"	3½"	530	12"	.06
15"	2½"	0.07	2"	6"	2'-3"	5'-10"	0'-9"	2'-6"	24⅛"	10⅝"	11"	3½"	740	12"	.07
18"	2½"	0.07	2½"	9"	2'-3"	5'-10"	0'-9"	3'-0"	29"	15⅝"	12"	4"	990	15"	.11
21"	2½"	0.07	2½"	9"	2'-11"	5'-2"	0'-9"	3'-6"	33⅛"	16⅛"	13"	4"	1280	15"	.12
24"	3"	0.07	2½"	9½"	3'-7½"	6'-6"	0'-11"	4'-0"	33⅛"	16⅛"	14"	4½"	1520	18"	.17
27"	3½"	0.148	2½"	10½"	4'-0"	7'-0"	1'-1"	4'-6"	36"	18⅝"	14½"	4½"	1930	18"	.19
30"	3½"	0.148	3"	1'-0"	4'-6"	7'-6"	1'-1"	5'-0"	37"	18½"	15"	5"	2190	21"	.24
36"	4"	0.148	3½"	1'-3"	5'-3"	8'-10"	1'-3"	6'-0"	47⅛"	24⅛"	20"	5½"	4100	21"	.29
42"	4½"	0.148	3½"	1'-9"	5'-3"	8'-11"	1'-3"	6'-6"	53⅛"	27½"	22"	5½"	5380	24"	.36
48"	5"	0.148	4½"	2'-0"	6'-0"	9'-2"	1'-5"	7'-0"	56⅝"	28½"	23"	5½"	6550	24"	.39
54"	5½"	0.174	4½"	2'-3"	5'-5"	9'-11"	1'-8"	7'-6"	65½"	33⅛"	24"	6½"	8040	24"	.42
60"	6"	0.174	5"	2'-6"	5'-0"	9'-3"	1'-8"	8'-0"	72½"	36⅛"	24"	6½"	8750	24"	.44
66"	6½"	0.174	5½"	2'-0"	6'-6"	1'-9"	8'-3"	8'-6"	72"	36⅛"	24"	7½"	10630	24"	.47
72"	7"	0.174	6"	2'-0"	6'-6"	1'-9"	8'-3"	9'-0"	77⅛"	38⅛"	24"	7½"	12520	24"	.50



FLARED END SECTION
N.T.S.

LEGEND

Revision	Date	Description	By
2	03/2022	REVISED PER SFWMD	C.G.K.
1	02/2022	REVISED PER SFWMD	C.G.K.

DESIGNED BY: M.J.D.
DRAWN BY: C.G.K.
APPROVED: M.J.D.
JOB CODE: GCA
SCALE: 1" = 30'

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB-0005151 Cert. of Auth. LB 0005151
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

GRACE CLASSICAL ACADEMY

SITE, PAVING, MARKING AND GRADING PLAN

ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88) CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.214

MICHAEL J. DELATE, P.E.
FLORIDA P.E. LICENSE NO. 49442

MUNICIPALITY: BONITA SPRINGS
SEC/TWNSHP/RNG: 04/48S/25E
DATE: JANUARY 2022
SUBMITTAL TYPE: LDO
SHEET 3 OF 3

© \\ENGINEERING\PROJ-ENG\GC\GCA\DWGS\SUBMITTAL\TYPE LDO\GCA-00_PHS1-SP.DWG 3/31/2022 4:25 PM

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-063
April 20, 2022

REQUESTED MOTION: Adopt a resolution approving a budget transfer to fund a Cost-of-Living Adjustment for City Staff.

REQUESTOR: Arleen M. Hunter, City Manager; Lisa Griggs Roberson, CPA, Director of Financial and Adminstrative Services

AGENDA: Consent

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

On April 6, 2022, City Council directed staff to prepare a budget resolution to fund a Cost-of-Living Adjustment for City Staff.

The Cost-of-Living Adjustment was developed utilizing the Consumer Price Index (CPI) for South Region in effect April 1st as outlined in City Charter Section 19 for compensation. The Consumer Price Index in effect as of April 1, 2022, is 8.4%. Cost-of-Living Adjustment will be effective for staff starting on May 2, 2022.

The budget amendment of $99,160 will be funded from the General Fund Operating Contingency.

STAFF RECOMMENDATION: Approve budget transfer.

ATTACHMENTS:

1. Budget Transfer Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE BUDGET AMENDMENT TO FUND A COST-OF-LVING ADJUSTMENT FOR CITY STAFF IN FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2021, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2022, Fiscal Year 2021-2022; and

WHEREAS, Section 46(d) of the City Charter allows the transfer for all or part of any unrestricted appropriations from one department to another;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Florida:

1. The above "Whereas" clauses are true, correct, and incorporated herein by reference.
2. The City Council authorizes a budget amendment of $99,160 to fund a Cost-of-Living Adjustment for City Staff funding from the General Fund Operating Contingency. Cost-of-Living Adjustment will be effective May 2, 2022.
3. Effective date. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of April, 2022.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM:_____
City Attorney

Vote:

Quaremba	Gibson
Purdon	Forbes
Carr	Steinmeyer
Corrie	

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-058
April 20, 2022

REQUESTED MOTION: Provide direction to staff regarding LDC amendment recommendations from the Tree Advisory Board.

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Council Member Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Tree Advisory Board was created by Ordinance 06-10, which also enumerates the duties of the board. One of the duties assigned is to "review and recommend revisions to tree ordinances for consideration by the City Council with the assistance of the City Manager and staff." With the assistance of staff, the Tree Advisory Board has compiled the attached recommendations for code changes/updates and additions to the existing code.

I would like to discuss with Council whether direction should be provided to Community Development staff to review these recommendations and, if appropriate, draft an ordinance for their incorporation into the Land Development Code.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Tree Board Approved Top Ten Landscaping Items (Code Changes/Updates and Additions)

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

Tree Board Approved Top Ten Landscaping Items

(Code Changes/Updates and Additions)

1) Expansion of the definition of "Heritage Trees" to include all appropriate indigenous (i.e., native) species (Trees and/or Palms) with a 20" or greater caliper diameter (i.e., DBH) at 4.5' above grade. Allow discretion/flexibility in the selection of the required 20' replacement tree(s) should a heritage tree removal be required. This meaning not always requiring a like-for-like replacement; species and location selection should go together (i.e., right tree, right place).

2) Diversification requirements for "Required Plantings". For example, a site must utilize a minimum of (four) 4 tree species in meeting their required numbers of plantings. Similarly, a site must utilize a minimum 6 shrub/hedge and/or groundcover species to meet their required plantings numbers.

3) Provide for the requirement of root barrier installation and maintenance, for trees/vegetation installed within 10' of any infrastructure (i.e., utility lines, sidewalks/roadways, driveways, etc.) to aid in the prevention of future root/infrastructure confluences.

4) Increase the minimum width required for parking islands which are intended/required to hold canopy trees. Currently, the minimum required width in only 10', consideration should be given to increasing it to 15' or greater.

5) Increase the required "time of planting" height for a sites/projects required shrubs to 24" in height above the on-site adjacent parking pavement or parking surface required to be buffered. Currently, the requirement is only 20".

6) Increase the number (percentage) of native species mandated for required shrubs to 75%. Currently, the requirement is only 50% for shrubs, while for trees/palms the requirement is 75%. A blanket 75% requirement for all categories makes more sense and will provide greater environmental benefits.

7) Require that 100 percent of plantings utilized to fulfill code requirements employ "Florida Friendly", "Right Plant, Right Place" design standards and installation/management practices. Currently only 75% are required to meet such standards.

8) Require that Trees and Shrubs used in buffers be planted in a minimum area (i.e., width) equal to three-quarters (3/4) of their required buffer width; however, in no case may planting areas be less than five (5) feet in width (i.e., Type "A" Buffers). Currently the standard is only one-half (1/2) the required buffer width.

9) Mandate that that all "required" buffers/buffer plantings cannot overlap with any Easements (Utility, Power, or Drainage). Currently, overlapping is allowed; however no "required" plantings may be installed within the subject easement(s).

10) Allow for species (native status) and/or form (tree/palm) restrictions to extend across a whole site/project. Currently, such restrictions are applied to each landscaping category individually (i.e., buffers, general trees, parking area trees, etc.).

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-066
April 20, 2022

REQUESTED MOTION: Discussion of incorporation of raised crosswalks along W. Terry Street.

REQUESTOR: Mike Gibson, Deputy Mayor, District 5

AGENDA: Council Member Items

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

On March 2, 2022, the City Council discussed concerns regarding the existing crosswalks along West Terry Street and directed staff to pursue procurement of rapidly reflecting flashing lights to be installed at the crosswalks along West Terry Street.

On April 6, 2022, Council authorized a contract for the procurement and installation of the lights. At the meeting, there was also discussion regarding the potential for raised crosswalks to be installed, but no formal action of Council was taken at that time. I wish to discuss with City Council the possibility of installing raised crosswalks in the future.

The West Terry Street South sidewalk is included the City's CIP. I would like to discuss the possibility of incorporating the raised crosswalks as a part of this project.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-056
April 20, 2022

REQUESTED MOTION: Adopt Resolution to award contract and approve budget transfer to fund the Skate Park and Pump Track project RFB 21-01 to the lowest responsive bidder, New Line Skateparks FL, Inc.

REQUESTOR: Nicole Perino, Parks and Recreation Director; Lisa Roberson, Director of Financial & Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND: In April 2021, Stantec Consulting Services, Action Sports Division, was retained to design a Skatepark and Pump track in the former Skate Park location in Community Park. Preliminary designs were completed and presented at two public workshops for public input. In January 2020, final design was approved by City Council as well as authorization for staff to submit a grant application to the Florida Department of Environmental Protection for grant funds to construct the Skate Park and a transfer of park impact fee funds to provide the required match. In October 2021, FDEP awarded the project for Grant Funding in the amount of $279,850.

On March 3, 2022, City Staff advertised for sealed bids for the Skate Park and Pump track project RFB 21-01. The City received one sealed bid from New Line Skateparks FL, Inc. in the amount of $1,120,862.

Funding for the Skate Park and Pump Track project is included in the current fiscal year CIP budget in the amount of $749,969 (GL: 31.605.572.6008). This leaves a remaining balance of $375,0000 needed to complete the project. Additionally, staff recommends including a $25,000 project contingency. The attached resolution provides for a budget transfer of $130,000 from Park Impact Fees and $270,000 from unassigned general fund balance.

STAFF RECOMMENDATION: Adopt Resolution to award contract and approve budget transfer to fund the Skate Park and Pump Track project

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ATTACHMENTS:

1. Bid Tabulation
2. Resolution approving award and budget transfer

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Nicole Perino

Council Action: Approved __ Denied __ Deferred ___ Other_____

BONITA SPRINGS SKATE PARK AND PUMP TRACK RFB-21-01

Bid Date: Friday, April 1, 2022 @ 1:00 pm

BID TABULATION SHEET

Prepared by City of Bonita Springs

BID RECEIVED BY:

New Line SkateParks FL, Inc.

137 West Marion Avenue #1, Edgewater, Florida 32132

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
General				
1	Mobilization	1	$ 245,718.00	**$ 245,718.00**
2	Construction Survey	1	$ 0	**0**
Demolition				
3	Removal of Existing Concrete	7,290 sf	$ 5.73	**$ 41,772.00**
Earthwork				
4	Import/Export-Fill Material	217 cy	$ 54.56	**$ 11,839.00**
5	Geo Foam Fill 4' height (Material & Installation)	2,779 sf	$ 24.69	**$ 68,614.00**
6	Geo Foam Fill 2.5' height (Material & Installation)	295 sf	$ 23.54	**$ 6,944.00**
7	Geo Foam Fill 4' Bank (Material & Installation)	1,855 sf	$ 24.69	**$ 45,800.00**
8	Geo Foam Fill 2.5' Bank (Material & Installation)	133 sf	$ 23.54	**3,131.00**
9	Geotextile Fabric for Geo Foam (15' x 150' roll, or up to 2250 SF)	2,250 sf	$ 0.63	**$ 1,418.00**
10	Transition/Bank grading (Skate Park)	287 sf	$ 14.15	**$ 4,061.00**
11	Transition/Bank grading (Pump Track)	1,464 sf	$ 14.15	**$ 20,716.00**
12	Bowl grading	826 sf	$ 14.15	**$ 11,688.00**
13	Flat work grading	5,678 sf	$ 10.67	**$ 60,584.00**
Storm Drainage				
14	6" Zurn 415B Floor Drain Catch Basins / Deck Drains	13 ea	$ 272.87	**$ 3,547.00**
15	6" PVC Lines	394 lf	$ 75.10	**$ 29,589.00**
16	Capped clean-out	1 ea	$ 300.00	**$ 300.00**

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
Cast-In-Place Concrete				
17	Saw cut joints	551 lf	$ 3.00	**$ 1,653.00**
18	Cold joint	2,087 lf	$ 5.25	**$ 10,957.00**
19	Expansion joints	786 lf	$ 3.00	**$ 2,358.00**
20	5" Flat Top Deck - Rebar Reinf. Conc. Over Aggregate Base	9,088 sf	$ 12.07	**$ 109,692.00**
21	6" Flat Bottom Deck - Rebar Reinf. Conc.Over Aggregate Base	240 sf	$ 12.07	**$ 2,897.00**
22	6" Cast In Place Banks	1,962 sf	$ 34.25	**$ 67,199.00**
23	C.I.P. Ledges / Boxes / Manual Pads / 2' FOOTINGS- BASE	156 cf	$ 316.86	**$ 49,430.00**
24	Turndown Wall (+/- 18" High) at foam	38 lf	$ 135.64	**$ 5,154.00**
25	Non-Retaining Wall (+/- 48" High) at foam	42 lf	$ 133.84	**$ 5,621.00**
26	Retaining Wall (+/- 48" High) at Foam	82 lf	$ 280.14	**$ 22,971.00**
Shotcrete				
27	6" Bowl Transition	3,268 sf	$ 34.25	**$ 111,929.00**
28	6" Banks	311 sf	$ 34.25	**$ 10,652.00**
Concrete Pigment				
29	Graphite - 0.75 lbs. [0.34kg] of Davis Colors per 94 lbs. [42.64kg] of cement (6x94lb. Cement bag per one cubic yard)	57 lbs	$ 0	**$ 0**
30	Euroblue (Cobalt) (per Drawing Sheet SP-1.6 Legend CC-02)	1 LS	$ 44,388.00	**$ 44,388.00**
Metal Fabrications (Coping)				
31	2" Round coping	121 lf	$ 57.69	**$ 6,980.00**
32	2" x 6" x 2" Angle iron-galvanized /C-Channel Ledge/"Stair" Edging	269 lf	$ 59.66	**$ 16,049.00**

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
Metal Fabrications (Free Standing Rails)				
32	2" Round Steel Rail	32 lf	$ 106.09	**$ 3,395.00**
33	Rail Footings	40 cf	$ 80.25	**$ 3,210.00**
34	42" High Guard Rail	74 lf	$ 108.00	**$ 7,992.00**
Misc. Items				
35	Shade Sail Foundations	25 cy	$ 791.00	**$ 19,775.00**
36	Install Shade Sail, Poles, Grounding, Padding	1	$ 26,261.00	**$ 26,261.00**
37	Existing Trench drain cleaning	60 lf	$ 8.00	**$ 480.00**
38	Clean and Reseal Existing Expansion Joints	200 lf	$ 6.00	**$ 1,200.00**
39	Erosion Control Fabric at Inlet Points of Trench Drains	60 sf	$ 12.00	**$ 720.00**
40	Pressure cleaning Existing Concrete	4,000 sf	$ 1.71	**$ 6,840.00**
Contingency				
41	Construction Contingency	1 LS	$ 2.5%	**$ 27,338.00**
TOTAL COST (US$)				**$ 1,120,862.00**

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 22-

RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AGREEMENT WITH NEW LINE SKATEPARKS FL, INC. FOR THE SKATE PARK AND PUMP TRACK PROJECT IN THE TOTAL BID AMOUNT OF $1,120,862 AND ADOPT FUNDING BUDGET TRANSFER UPON APPROVAL OF THE DOCUMENTS BY THE CITY ATTORNEY.

WHEREAS, on March 3, 2022, the City advertised for bids for the Skate Park and Pump Track Project, and

WHEREAS, on April 1, 2022, the City received one (1) bid from the following:

Contractor	Bid Amount
New Line Skateparks FL, Inc.	$1,120,862

WHEREAS, Section 46(d) of the City Charter allows the transfer for all or part of any unrestricted appropriations from one department to another. Funding for the additional budgeted expenditures of $375,000 is available in Park Impact fees and unassigned fund balance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

Section 1. That the bid received from New Line Skateparks FL, Inc. is determined to be the lowest responsive and responsible bidder, in the total bid amount of $1,120,862 and the Mayor is authorized to sign the agreement, upon approval of the documents and insurance by the City Attorney.

Section 2. The City Council authorizes a budget amendment in line item 31.605.572.6008 for $400,000 in additional budgeted expenditures funding from Park Impact Fees of $130,000 and General Fund unassigned fund balance of $270,000.

Section 3. Effective date: This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of April 2022.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney's office

Vote:

Forbes _____ Steinmeyer _____
Gibson _____ Carr _____
Quaremba ____ Purdon _____
Corrie _____

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 22-04-065
April 20, 2022

REQUESTED MOTION: Presentation and review of the February Financial Report.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Adminstrative Services

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for February 28, 2022. This report is for five months of operations in the 2021-2022 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

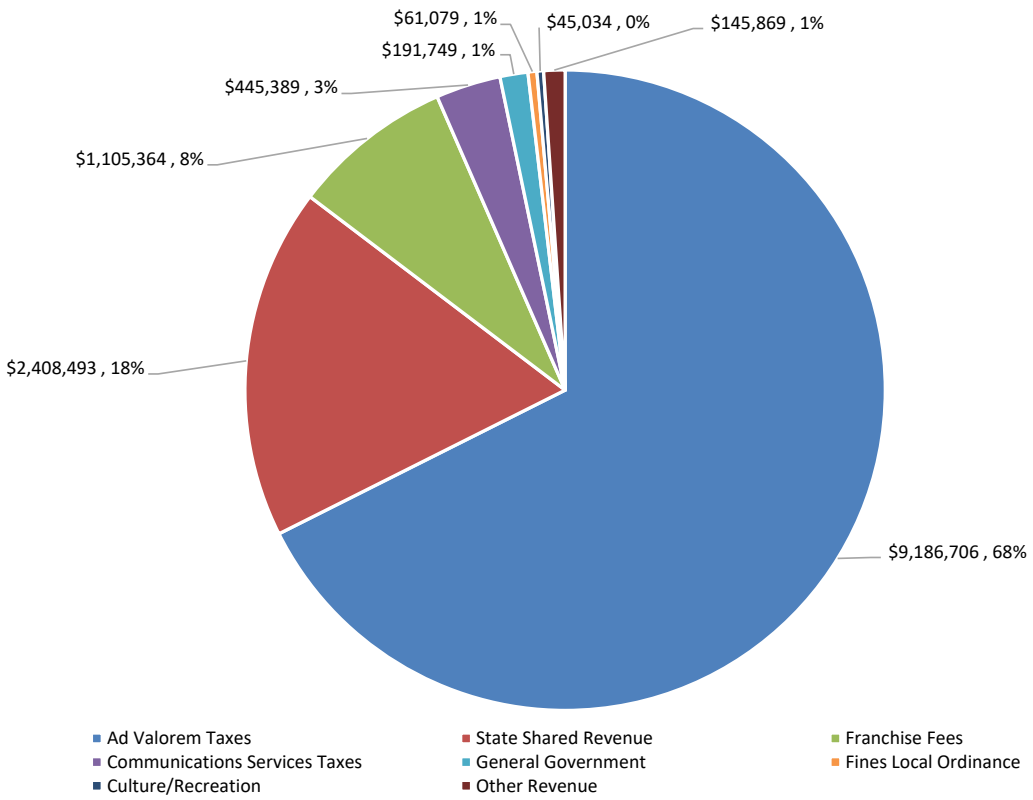
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved __ Denied __ Deferred ___ Other_____

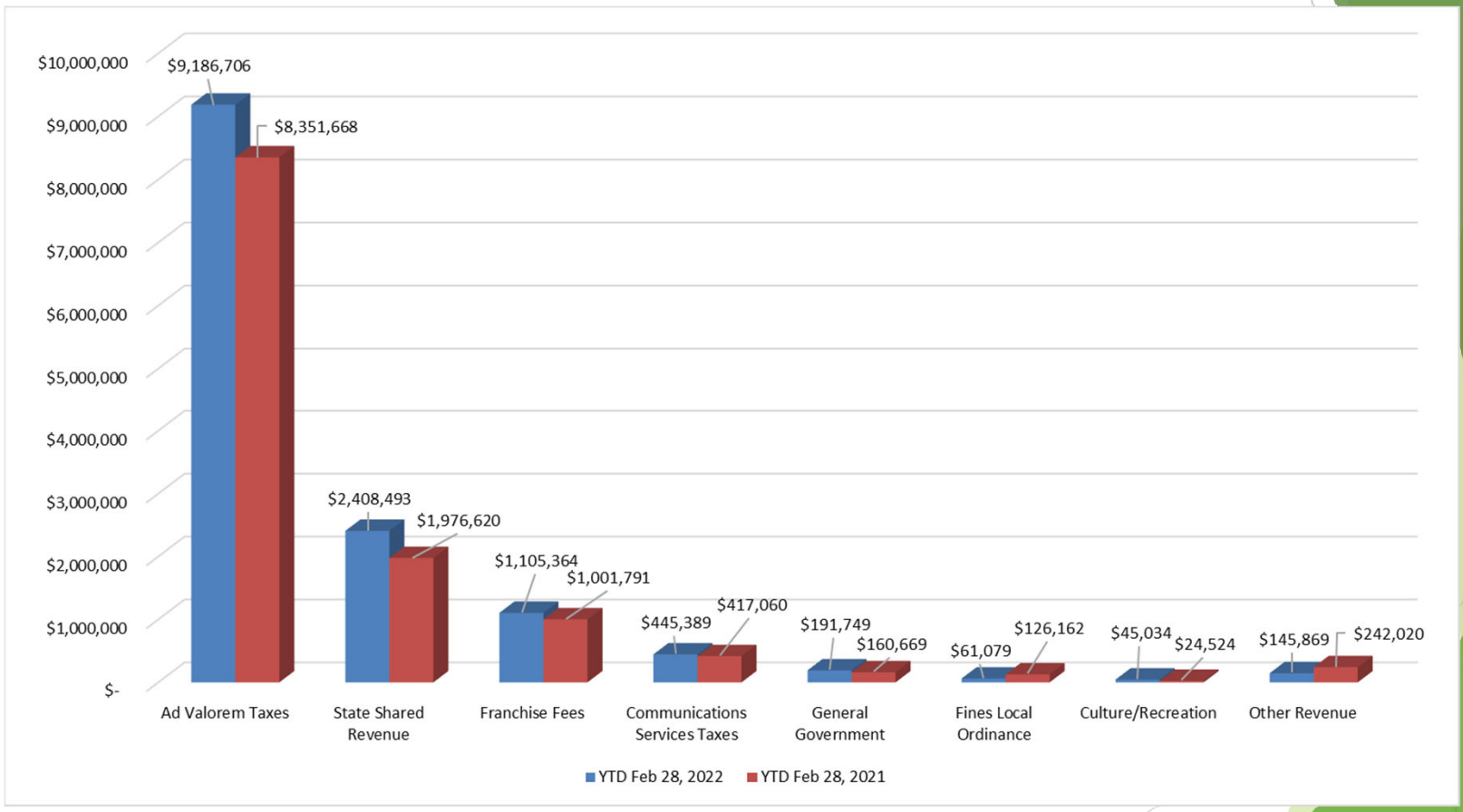
February Financial Report



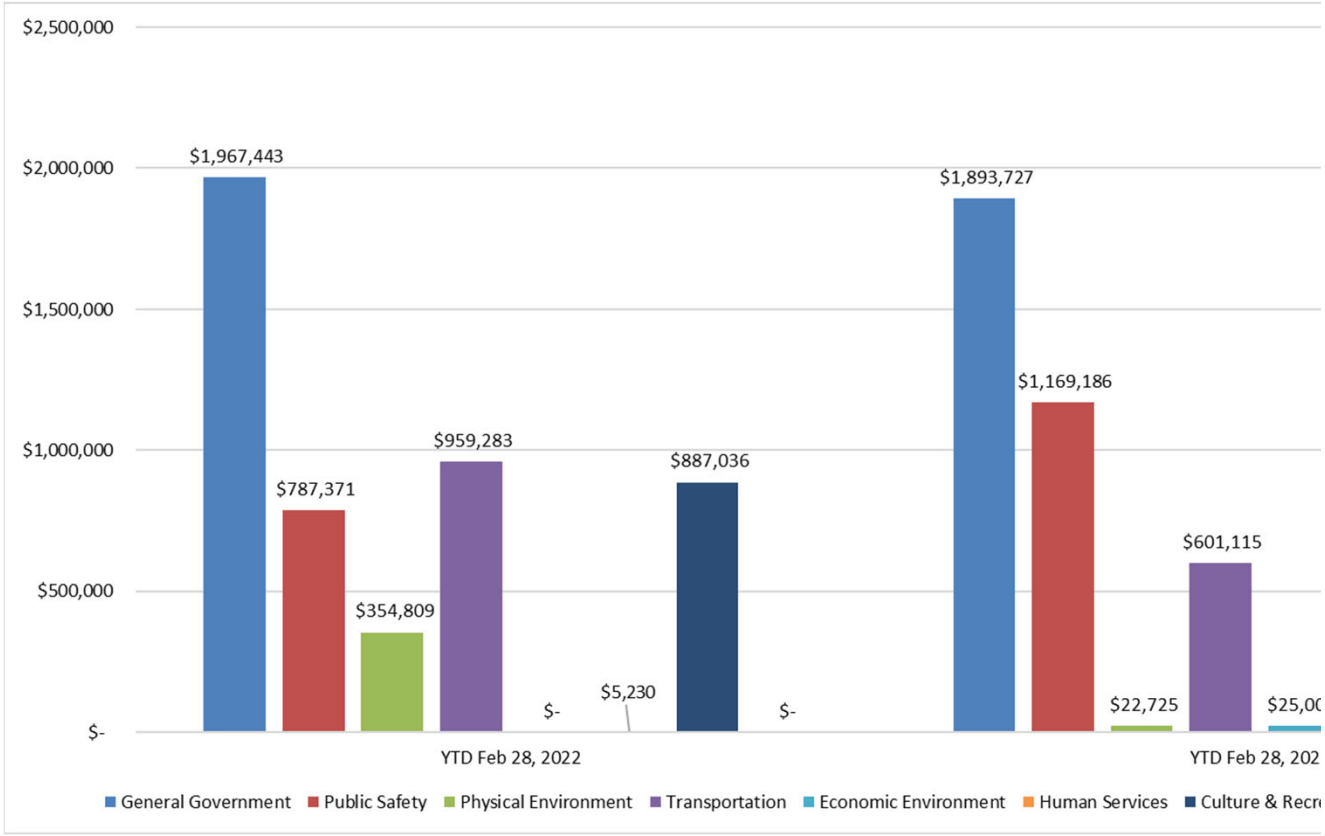
General Fund Revenue as of February 28, 2021



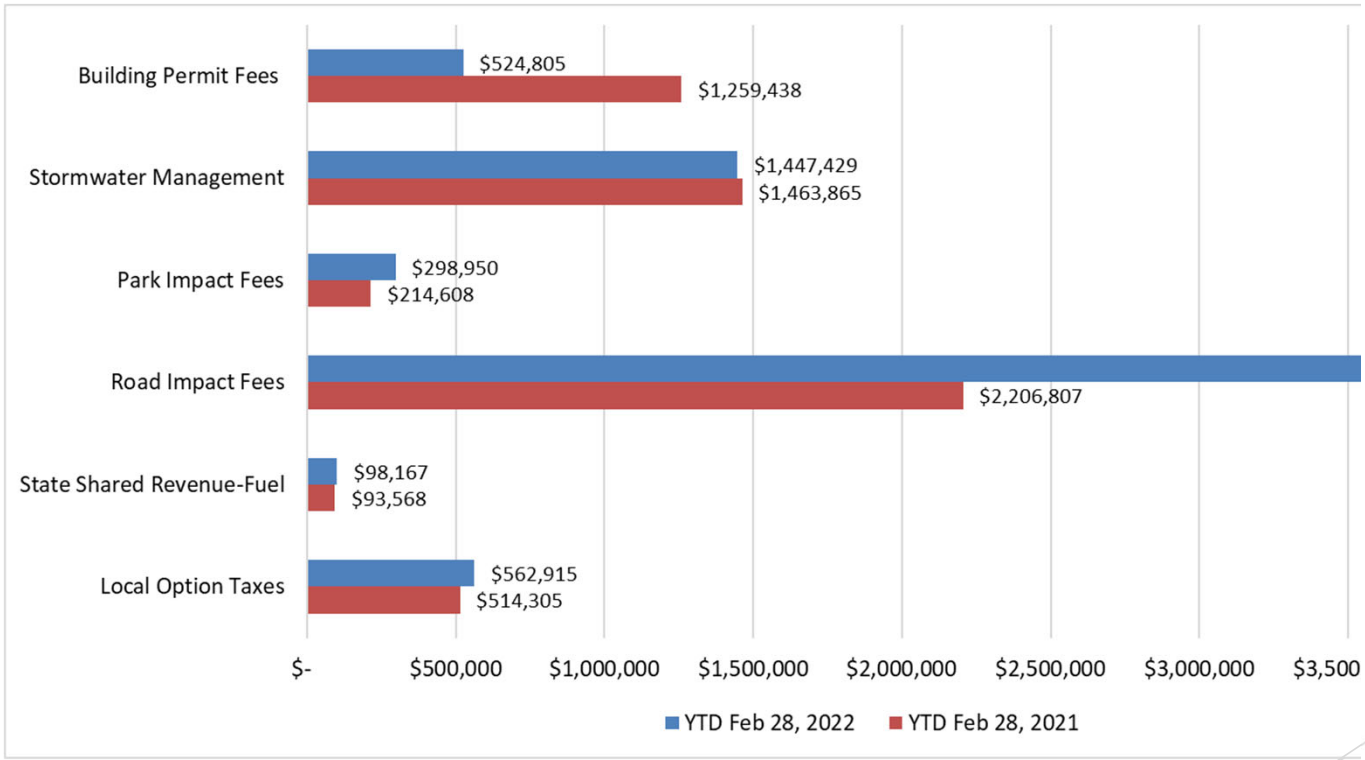
General Fund Revenue



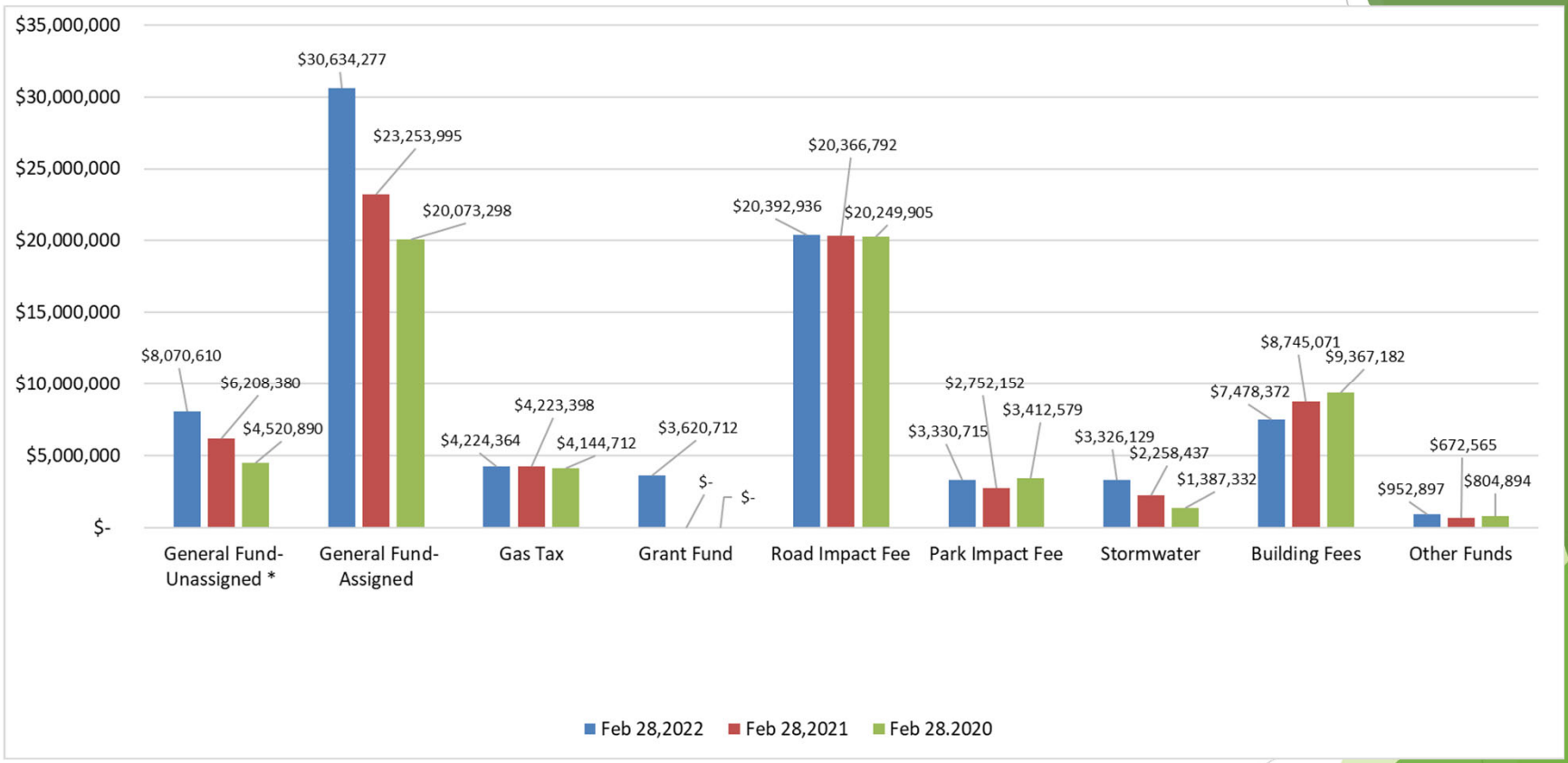
General Fund Expenditures



Restricted Revenue



Cash Balances



* General fund unassigned fund balance has been updated for year-to-date budget amendments.

Highlights

- Fiscal year to date, we have experienced the following increases over prior year:
  - Half-Cent Sales Tax 25%
  - State Shared Revenue: Sales Tax 10%, Gas Tax 5%
  - Electric Franchise Fees 10%
  - Local Option Gas Tax 9%
  - Communications Services Taxes 8%

Thank you.

City of Bonita Springs, Florida

Balance Sheet

as of February 28 2022

	General Fund	Special Revenue Funds							Debt Service Funds	Capital Project Fund	Total Governmental Funds
		Gas Tax	Grants	Impact Fee Funds: Road	Impact Fee Funds: Park	Stormwater Management	Building Fees	Downtown Area Revenue Sharing			
ASSETS											
Cash and cash equivalents	$ 38,704,887	$ 4,224,364	$ 3,620,712	$ 20,392,936	$ 3,330,715	$ 3,326,129	$ 7,478,372	$ 885,121	$ 67,776	$ -	$ 82,031,012
Receivables (net)	402,589	-	-	-	-	-	-	-	-	-	402,589
Due from other govt			647,577								647,577
Due from other funds	271,958	-	-	-	-	-	-	-	-	-	271,958
Total assets	$ 39,379,434	$ 4,224,364	$ 4,268,289	$ 20,392,936	$ 3,330,715	$ 3,326,129	$ 7,478,372	$ 885,121	$ 67,776	$ -	$ 83,353,136
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 3,312	$ 13,509	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,821
Accrued liabilities	264,796	-	-	-	-	-	-	-	-	-	264,796
Due to other funds	-	-	271,958	-	-	-	-	-	-	-	271,958
Due to other governments	21,093	-	-	79,217	-	-	-	-	-	-	100,310
Unearned Revenue	-	-	3,620,712	-	-	-	-	-	-	-	3,620,712
Total liabilities	289,201	13,509	3,892,670	79,217	-	-	-	-	-	-	4,274,597
Total fund balances, beginning of the year	30,986,155	4,397,758	-	21,507,811	3,077,820	2,015,242	7,950,075	487,792	67,776	-	70,490,429
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	8,104,078	(186,903)	375,619	(1,194,092)	252,895	1,310,887	(471,703)	397,329	-	-	8,588,110
Fund balances	39,090,233	4,210,855	375,619	20,313,719	3,330,715	3,326,129	7,478,372	885,121	67,776	-	79,078,539
Total liabilities and fund balances	$ 39,379,434	$ 4,224,364	$ 4,268,289	$ 20,392,936	$ 3,330,715	$ 3,326,129	$ 7,478,372	$ 885,121	$ 67,776	$ -	$ 83,353,136

City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	9,268,000.00	9,268,000.00	319,707.93	9,186,706.03	81,293.97
315 - Communications Services Taxes	1,273,000.00	1,273,000.00	114,895.48	445,389.34	827,610.66
316 - Local Business Taxes	30,000.00	30,000.00	666.68	5,440.39	24,559.61
323 - Franchise Fees	3,265,000.00	3,265,000.00	361,927.56	1,105,364.48	2,159,635.52
329 - Other Permits, Fees & Special Assessment	61,300.00	61,300.00	3,740.00	16,280.00	45,020.00
335 - State Shared Revenue	6,446,070.00	6,446,070.00	698,088.63	2,408,493.30	4,037,576.70
341 - General Government	473,900.00	473,900.00	45,915.97	191,748.55	282,151.45
343 - Physical Environment	112,200.00	112,200.00	7,300.00	39,900.00	72,300.00
347 - Culture/Recreation	77,600.00	77,600.00	14,140.64	45,034.30	32,565.70
349 - Other Charges for Services	107,100.00	107,100.00	2,039.96	24,578.76	82,521.24
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	2,026.09	8,257.59	14,142.41
354 - Fines Local Ordinance	80,000.00	80,000.00	1,050.00	61,079.00	18,921.00
361 - Interest & Other Earnings	90,000.00	90,000.00	4,052.28	17,781.38	72,218.62
362 - Rents & Royalties	20,000.00	20,000.00	3,941.00	14,993.50	5,006.50
366 - Contributions	4,000.00	4,000.00	240.00	629.87	3,370.13
369 - Other Misc Revenues	33,000.00	33,000.00	3,540.12	18,007.48	14,992.52
Revenue Total:	**21,363,570.00**	**21,363,570.00**	**1,583,272.34**	**13,589,683.97**	**7,773,886.03**
Expense					
51 - General Government	6,523,375.00	6,523,375.00	372,499.74	1,967,443.46	4,555,931.54
52 - Public Safety	2,835,674.00	2,835,674.00	55,648.63	787,371.49	2,048,302.51
53 - Physical Environment	477,844.00	766,987.00	19,971.55	354,809.17	412,177.83
54 - Transportation	3,127,082.00	3,127,082.00	157,703.48	959,282.73	2,167,799.27
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	194,186.00	194,186.00	1,780.00	5,230.00	188,956.00
57 - Culture & Recreation	2,552,949.00	2,562,949.00	179,875.45	887,036.49	1,675,912.51
58 - Other Uses/Transfers Out	9,180,290.00	23,374,062.00	127,571.21	524,433.17	22,849,628.83
Expense Total:	**24,918,950.00**	**39,411,865.00**	**915,050.06**	**5,485,606.51**	**33,926,258.49**
Fund: 00 - General Fund Surplus (Deficit):	**-3,555,380.00**	**-18,048,295.00**	**668,222.28**	**8,104,077.46**	**-26,152,372.46**
Total Surplus (Deficit):	**-3,555,380.00**	**-18,048,295.00**	**668,222.28**	**8,104,077.46**	

General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	461,187.00	461,187.00	30,192.77	170,038.85	291,148.15
102 - Boards & Committees	77,000.00	77,000.00	-50.00	0.50	76,999.50
201 - City Manager	565,711.00	565,711.00	41,041.22	215,388.58	350,322.42
211 - Planning & Zoning	1,897,751.00	1,897,751.00	142,242.33	717,503.23	1,180,247.77
220 - Law Enforcement/Security	2,047,554.00	2,047,554.00	3,520.80	518,483.30	1,529,070.70
230 - Neighborhood Services	757,390.00	757,390.00	50,774.91	262,133.51	495,256.49
240 - Information Technologies	217,622.00	217,622.00	9,278.51	66,843.87	150,778.13
250 - Public Works	3,537,926.00	3,827,069.00	177,675.03	1,299,213.42	2,527,855.58
260 - Emergency Preparedness	30,730.00	30,730.00	1,352.92	6,754.68	23,975.32
270 - Non-Departmental Expenditures	840,189.00	840,189.00	6,332.26	73,171.28	767,017.72
301 - City Attorney	788,962.00	788,962.00	18,830.67	143,594.07	645,367.93
401 - Adminstrative Services	400,961.00	400,961.00	27,042.71	129,193.71	271,767.29
402 - City Hall	240,080.00	240,080.00	16,211.08	78,503.89	161,576.11
410 - Human Resources	68,400.00	68,400.00	6,163.68	12,115.63	56,284.37
430 - Communications	761,536.00	771,536.00	33,340.19	276,402.99	495,133.01
501 - Finance	766,917.00	766,917.00	44,038.07	217,135.05	549,781.95
601 - Parks & Recreation Adminstration	666,550.00	666,550.00	44,413.65	229,986.13	436,563.87
602 - Receation Center	420,736.00	420,736.00	25,945.14	145,518.25	275,217.75
603 - Community Park & Ball Fields	194,326.00	194,326.00	15,191.27	58,894.82	135,431.18
604 - Community Pool	381,063.00	381,063.00	19,881.56	111,674.54	269,388.46
605 - Riverside Park	141,643.00	141,643.00	8,186.34	52,280.10	89,362.90
609 - Formerly Community Hall/Sherriff Substation	14,941.00	14,941.00	8,030.73	11,130.25	3,810.75
610 - Dog Park	65,650.00	65,650.00	825.50	18,662.15	46,987.85
611 - Beach Parks	9,698.00	9,698.00	15.10	82.82	9,615.18
613 - BS Soccer Complex	99,314.00	99,314.00	41,107.02	67,233.37	32,080.63
614 - Kentucky Street Park	4,250.00	4,250.00	450.00	1,550.00	2,700.00
615 - Liles Hotel	74,532.00	74,532.00	4,186.59	26,592.95	47,939.05
617 - Bonita Nature Place	24,130.00	24,130.00	1,271.34	7,488.41	16,641.59
618 - Windsor Road Preserve	8,125.00	8,125.00	1,514.34	1,961.70	6,163.30
620 - Marni Fields	92,166.00	92,166.00	6,911.93	27,754.98	64,411.02
621 - BS River Park	18,990.00	18,990.00	989.19	3,715.74	15,274.26
622 - Cullum's Bonita Trail	14,250.00	14,250.00	0.00	7,421.32	6,828.68
623 - Carpenter Lane Canoe & Kayak	1,180.00	1,180.00	0.00	85.68	1,094.32
624 - Leitner Creek Neighborhood Park	5,250.00	5,250.00	0.00	1,973.52	3,276.48
626 - Oak Creek Preserve	6,000.00	6,000.00	450.00	450.00	5,550.00
629 - Oak Creek Kayak Launch	10,450.00	10,450.00	0.00	0.00	10,450.00
631 - Former Library Building	20,000.00	20,000.00	0.00	0.00	20,000.00
883 - Veterans	5,500.00	5,500.00	122.00	210.48	5,289.52
885 - Donate a Bench	0.00	0.00	0.00	29.57	-29.57
Fund: 00 - General Fund Total:	**15,738,660.00**	**16,037,803.00**	**787,478.85**	**4,961,173.34**	**11,076,629.66**
Total Surplus (Deficit):	**-15,738,660.00**	**-16,037,803.00**	**-787,478.85**	**-4,961,173.34**	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,652,850.00	1,652,850.00	154,476.99	562,915.18	1,089,934.82
335 - State Shared Revenue	370,000.00	370,000.00	24,541.87	98,167.48	271,832.52
361 - Interest & Other Earnings	11,000.00	11,000.00	461.00	2,485.00	8,515.00
Revenue Total:	**2,033,850.00**	**2,033,850.00**	**179,479.86**	**663,567.66**	**1,370,282.34**
Expense					
54 - Transportation	1,198,268.00	1,198,268.00	47,567.89	321,446.78	876,821.22
58 - Other Uses/Transfers Out	1,841,600.00	4,464,039.00	216,189.20	529,023.70	3,935,015.30
Expense Total:	**3,039,868.00**	**5,662,307.00**	**263,757.09**	**850,470.48**	**4,811,836.52**
Fund: 10 - Gas Tax Fund Surplus (Deficit):	**-1,006,018.00**	**-3,628,457.00**	**-84,277.23**	**-186,902.82**	**-3,441,554.18**
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	300,000.00	5,277,447.00	609,759.75	629,628.25	4,647,818.75
332 - Other Financial Assistance-Federal Source	250,000.00	250,000.00	0.00	0.00	250,000.00
334 - State Grants	2,978,200.00	31,326,206.00	419,843.18	419,812.53	30,906,393.47
337 - Local Gvmt Grants	40,000.00	90,616.00	0.00	0.00	90,616.00
361 - Interest & Other Earnings	0.00	0.00	472.00	472.00	-472.00
381 - Transfers In	40,000.00	40,000.00	0.00	2,720.00	37,280.00
Revenue Total:	**3,608,200.00**	**36,984,269.00**	**1,030,074.93**	**1,052,632.78**	**35,931,636.22**
Expense					
52 - Public Safety	80,000.00	80,000.00	2,720.00	11,744.00	68,256.00
58 - Other Uses/Transfers Out	3,528,200.00	36,904,269.00	8,525.34	665,269.77	36,238,999.23
Expense Total:	**3,608,200.00**	**36,984,269.00**	**11,245.34**	**677,013.77**	**36,307,255.23**
Fund: 13 - Grant Fund Surplus (Deficit):	**0.00**	**0.00**	**1,018,829.59**	**375,619.01**	**-375,619.01**
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	3,502,000.00	3,502,000.00	421,517.87	3,907,033.92	-405,033.92
361 - Interest & Other Earnings	50,000.00	50,000.00	2,539.00	13,740.00	36,260.00
Revenue Total:	**3,552,000.00**	**3,552,000.00**	**424,056.87**	**3,920,773.92**	**-368,773.92**
Expense					
58 - Other Uses/Transfers Out	8,462,810.00	22,863,524.00	-215,691.73	5,114,865.03	17,748,658.97
Expense Total:	**8,462,810.00**	**22,863,524.00**	**-215,691.73**	**5,114,865.03**	**17,748,658.97**
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	**-4,910,810.00**	**-19,311,524.00**	**639,748.60**	**-1,194,091.11**	**-18,117,432.89**
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	252,700.00	252,700.00	25,314.00	298,950.00	-46,250.00
361 - Interest & Other Earnings	10,000.00	10,000.00	356.00	1,919.00	8,081.00
Revenue Total:	**262,700.00**	**262,700.00**	**25,670.00**	**300,869.00**	**-38,169.00**
Expense					
58 - Other Uses/Transfers Out	1,250,000.00	3,031,420.00	35,382.53	47,973.78	2,983,446.22
Expense Total:	**1,250,000.00**	**3,031,420.00**	**35,382.53**	**47,973.78**	**2,983,446.22**
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	**-987,300.00**	**-2,768,720.00**	**-9,712.53**	**252,895.22**	**-3,021,615.22**
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	47,114.73	1,447,428.64	-439,328.64
361 - Interest & Other Earnings	3,000.00	3,000.00	115.00	619.00	2,381.00
Revenue Total:	**1,011,100.00**	**1,011,100.00**	**47,229.73**	**1,448,047.64**	**-436,947.64**

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense					
53 - Physical Environment	520,380.00	520,380.00	0.00	137,160.52	383,219.48
Expense Total:	**520,380.00**	**520,380.00**	**0.00**	**137,160.52**	**383,219.48**
Fund: 18 - Stormwater Management Surplus (Deficit):	**490,720.00**	**490,720.00**	**47,229.73**	**1,310,887.12**	**-820,167.12**
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,607,000.00	1,607,000.00	77,484.02	524,805.45	1,082,194.55
329 - Other Permits, Fees & Special Assessment	0.00	0.00	24,545.63	230,030.03	-230,030.03
361 - Interest & Other Earnings	30,000.00	30,000.00	946.00	5,408.00	24,592.00
Revenue Total:	**1,637,000.00**	**1,637,000.00**	**102,975.65**	**760,243.48**	**876,756.52**
Expense					
52 - Public Safety	3,034,220.00	3,034,220.00	232,350.75	1,160,120.03	1,874,099.97
58 - Other Uses/Transfers Out	0.00	955,373.00	27,385.00	71,826.00	883,547.00
Expense Total:	**3,034,220.00**	**3,989,593.00**	**259,735.75**	**1,231,946.03**	**2,757,646.97**
Fund: 19 - Building Fees Fund Surplus (Deficit):	**-1,397,220.00**	**-2,352,593.00**	**-156,760.10**	**-471,702.55**	**-1,880,890.45**
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	542,000.00	542,000.00	0.00	0.00	542,000.00
337 - Local Gvmt Grants	1,362,600.00	1,362,600.00	0.00	1,370,475.00	-7,875.00
Revenue Total:	**1,904,600.00**	**1,904,600.00**	**0.00**	**1,370,475.00**	**534,125.00**
Expense					
58 - Other Uses/Transfers Out	1,073,570.00	1,073,570.00	0.00	973,146.00	100,424.00
Expense Total:	**1,073,570.00**	**1,073,570.00**	**0.00**	**973,146.00**	**100,424.00**
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	**831,030.00**	**831,030.00**	**0.00**	**397,329.00**	**433,701.00**
Total Surplus (Deficit):	**-6,979,598.00**	**-26,739,544.00**	**1,455,058.06**	**484,033.87**	

City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
381 - Transfers In	2,487,350.00	2,487,350.00	0.00	2,556,945.45	-69,595.45
Revenue Total:	**2,487,350.00**	**2,487,350.00**	**0.00**	**2,556,945.45**	**-69,595.45**
Expense					
51 - General Government	2,556,950.00	2,556,950.00	0.00	2,556,945.45	4.55
Expense Total:	**2,556,950.00**	**2,556,950.00**	**0.00**	**2,556,945.45**	**4.55**
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	**-69,600.00**	**-69,600.00**	**0.00**	**0.00**	**-69,600.00**
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,570.00	1,073,570.00	0.00	973,146.00	100,424.00
Revenue Total:	**1,073,570.00**	**1,073,570.00**	**0.00**	**973,146.00**	**100,424.00**
Expense					
51 - General Government	1,073,570.00	1,073,570.00	0.00	973,146.00	100,424.00
Expense Total:	**1,073,570.00**	**1,073,570.00**	**0.00**	**973,146.00**	**100,424.00**
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	125,000.00	125,000.00	0.00	62,996.99	62,003.01
Revenue Total:	**125,000.00**	**125,000.00**	**0.00**	**62,996.99**	**62,003.01**
Expense					
51 - General Government	125,000.00	125,000.00	0.00	62,996.99	62,003.01
Expense Total:	**125,000.00**	**125,000.00**	**0.00**	**62,996.99**	**62,003.01**
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**-69,600.00**	**-69,600.00**	**0.00**	**0.00**	



City of Bonita Springs, FL

Capital Project Funds Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 02/28/2022

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	20,410,550.00	86,786,240.00	179,333.55	4,267,897.51	82,518,342.49
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	**20,410,550.00**	**86,786,240.00**	**179,333.55**	**4,267,897.51**	**82,518,342.49**
Expense					
51 - General Government	1,640,000.00	3,767,034.00	32,094.12	19,709.09	3,747,324.91
53 - Physical Environment	6,246,980.00	46,907,867.00	72,337.69	669,394.80	46,238,472.20
54 - Transportation	10,484,500.00	32,025,196.00	70,601.74	3,545,648.12	28,479,547.88
57 - Culture & Recreation	2,039,070.00	4,086,143.00	4,300.00	33,145.50	4,052,997.50
58 - Other Uses/Transfers Out	0.00	0.00	0.00	0.00	0.00
Expense Total:	**20,410,550.00**	**86,786,240.00**	**179,333.55**	**4,267,897.51**	**82,518,342.49**
Fund: 30 - Cap Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	1,200,000.00	2,154,097.00	20,028.00	62,831.50	2,091,265.50
Revenue Total:	**1,200,000.00**	**2,154,097.00**	**20,028.00**	**62,831.50**	**2,091,265.50**
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	0.00	173,285.00	0.00	37,991.00	135,294.00
57 - Culture & Recreation	1,200,000.00	1,980,812.00	20,028.00	24,840.50	1,955,971.50
Expense Total:	**1,200,000.00**	**2,154,097.00**	**20,028.00**	**62,831.50**	**2,091,265.50**
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	

City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
WORKSHOP MINUTES

April 6, 2022
4:00 p.m.

1. Call to Order

   Mayor Rick Steinmeyer called the workshop to order at 4:00 P.M.

2. Roll Call

   Mayor Steinmeyer and all Council Members were in attendance.

3. Staff Presentation on Communications, Events & City Facilities

   Lora Taylor, Communications Director, provided a PowerPoint presentation to address events and city facilities.

   City Facilities: The City is partnering with Weston & Sampson Engineers to perform a facility needs assessment for eight City properties, as set out below, which she expanded on.

   - Liles Hotel
   - Former Library Building
   - Lee County Sheriff's Office Substation
   - Recreation Center Buildings (pool office, maintenance shed, old rec. building)
   - Everglades Wonder Gardens

   Communications:
   - City Mobile App
   - Events
   - Press Releases
   - Media Interviews
   - Bonita Television

   Events:
   - 4th of July Sar Spangled Bonita
   - Veteran's Day
   - Coastal Clean-Up Event
   - Holiday in the Park
   - Keep Bonita Beautiful Clean-Up

DRAFT

- Celebrate Bonita
- Memorial Day Service
- Movies in the Park Series
- Patriots Day Service
- Fiesta Bonita
- Ribbon Cuttings

Staff requested input on City Council's vision for Celebrate Bonita, for which she addressed three approaches –

1) merge Celebrate Bonita with a private event with some City funding;
2) keep the event a City event with relatively low funding, and showcase local acts; or
3) keep the event a City event and increase its budget to attempt to host national headliners.

She concluded by stating that the City is anticipating the number of special event permits to increase this year.

4. Staff Presentation on Employee Compensation

Lisa Roberson, Finance Director, addressed employee pay scales via a PowerPoint presentation (Copy in Clerk's file).

5. City Council Discussion

Council Member Forbes requested that staff ask the business community for their input with respect to Celebrate Bonita. Council Member Purdon suggested seeing what options there are and agreed with Council Member Forbes regarding what the business community's thoughts are, and suggested asking Southwest Florida, Inc., etc. Council Member Quaremba feels there is a need to address what it is they are trying to achieve with these events, specifically Celebrate Bonita – for Bonita residents or for people from all over.

Council Member Mike Gibson would support the low to mid-range for funding, because the City needs something for our citizens to enjoy. Mayor Steinmeyer is not interested in outside companies coming in to use City facilities. Council Member Chris Corrie noted that 2024 will be the City's 25th anniversary, and so he would suggest keep it as is with a local flavor, and increase the budget for the 25th anniversary in 2024.

City Manager Hunter stated that with Council's direction, staff will bring back options for Council's future discussions. Council Member Corrie suggested planning 2023 and 2024 at the same time.

6. Public Comment: No public comments made.

7. Adjournment

There being no further items to discuss, the meeting adjourned at 4:50 P.M.

APPROVED BY CITY COUNCIL: Respectfully submitted,

_____ _____

Mayor Rick Steinmeyer Debra Filipek, City Clerk

DRAFT

City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
MEETING MINUTES

April 6, 2022
5:30 p.m.

DRAFT

1. Call to Order

   Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

   Mayor Steinmeyer furnished the invocation.

3. Pledge of Allegiance

   Council Member Jesse Purdon led in the Pledge of Allegiance.

4. Roll Call

   Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

   Debra Giambo, a resident off West Terry Street, commented in support for the crosswalk signals to be installed on West Terry Street.

8. Zoning and Land Use Items:

   A. (Public Hearing) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION FOR A GROUP II FOOD AND KINDRED PRODUCTS MANUFACTURING USE, ON A PROPERTY LOCATED IN THE LIGHT INDUSTIRAL (IL) ZONING DISTRICT, PURSUANT TO LAND DEVELOPMENT CODE SECTION 4-718, LOCATED AT 10915 ENTERPRISE AVENUE, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-04-053)

City Attorney Derek Rooney placed all witnesses under oath.

Mike Fiigon, Community Development, provided a brief synopsis of the request

No public comments were made.

Council Member Laura Carr motioned to adopt the Zoning Resolution; Council Member Purdon seconded; and the motion carried unanimously. **ADOPTED ZONING RESOLUTION NO. 22-03**

B. Request for appeal of administrative interpretation by Entrada appealing the terms of the January 21, 2022 minor change approval letter to the Local Development Order (Case #DOS19-59032-BOS) (Green Sheet No. 22-04-054)

City Attorney Rooney introduced this item, and Attorney Noel Davies, presented the request on behalf of the Appellant.

Sean Gibbons, Community Development, provided Staff's presentation, and discussion ensued.

City Attorney Rooney explained that his recommendation would be to continue the matter and request both parties to prepare a summary of the issue for discussion. He further advised that there may be a possibility to have it resolved administratively before coming back to City Council.

Council Member Quaremba motioned as the City Attorney set out; Council Member Laura Carr seconded.

City Attorney clarified that his recommendation would be that both staff and the applicant prepare a one-page memorandum on their position, and to include code references.

The motion to continue to City Council's next meeting carried unanimously.

9. Consent Agenda:

Council Member Carr motioned approval of the Consent Agenda; Council Member Mike Gibson seconded; and the motion carried unanimously.

A. Adopt Resolution awarding the Logan Boulevard Landscape & Irrigation Maintenance Project RFB 22-01 to the lowest responsive, responsible bidder, P & T Lawn and Tractor Service, in the annual bid amount of $152,602.56, upon

approval of all documentation. (Green Sheet No. 22-04-043) **ADOPTED RESOLUTION NO. 22-28**

B. Authorize submittal of joint SFWMD Environmental Resource Permit for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project. (Green Sheet No. 22-04-044)

C. Approve purchase and installation of fourteen solar-powered Rectangle Rapid Flash Beam Two-sided Pedestrian Signals to be installed at crosswalks on West Terry Street. (Green Sheet No. 22-04-047)

D. Approve Research Service Agreement with FGCU for consulting services to assist with the required Evaluation and Appraisal Review (EAR) process for the City's Comprehensive Plan in an amount not to exceed $114,621. (Green Sheet No. 22-04-051)

E. Approve the amendment of the lease agreement with Raul Rubio for the use of Artist Cottage #5 for another one-year term. (Green Sheet No. 22-04-052)

10. Proclamations and Presentations:

A. Presentation by Dr. Margaret Banyan of FGCU regarding the commencement of the required Evaluation and Appraisal Review (EAR) process of the City's Comprehensive Plan. (Green Sheet No. 22-04-046)

Dr. Margaret Banyan, with FGCU, provided a Powerpoint presentation (copy in Clerk's file) titled "Evaluation and Appraisal Review Process Overview."

11. Mayor and Council Member Items:

A. Discussion regarding potential regulations to mitigate noise impacts of pickleball courts. (Quaremba; Green Sheet No. 22-04-048)

Council Member Quaremba introduced this item for which she is seeking Council's concurrence to direct staff to prepare recommendations for potential development standards for pickleball courts. Council agreed and provided the requested direction for staff. City Manager Hunter stated she would also coordinate with the Sheriff's Office regarding noise complaints.

12. Public Hearing

A. (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES

FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVERNER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-04-049)

City Attorney Rooney read the title block of the Ordinance into the record.

Council Member Gibson motioned to adopt Map 1-A (Attached hereto); Council Member Carr seconded.

The following members of the public spoke in support of Map Alternative 1A: Sandy Hollenhorst, with Bonita Bay Community Association; Kathy McGrath; Nigel Fullick; Dwight Esmon; and Jim Overwize.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 22-02**

13. City Attorney's Items:

A. Discussion of request from the Café of Life regarding lease renewal. (Green Sheet No. 22-04-050)

City Attorney Rooney introduced this item, in which the Café of Life was requesting a ten year lease renewal.

Council Member Purdon motioned approval; Council Member Gibson seconded. The motion passed 6-1 to move forward with an Ordinance (Council Member Carr opposed).

14. City Manager's Items:

A. Approve update to employee salary ranges. (Green Sheet No. 22-04-045)

Council Member Chris Corrie motioned to approve the salary ranges and direct staff to prepare budget transfer for a Cost-of-Living Adjustment; Council Member Purdon seconded; and the motion carried unanimously.

Additional items:

City Manager Hunter informed Council that April 12, 2022, at 5:30 P.M., at City Hall there will be the public workshop for the Wayfinding Signage and Gateway Features Master Plan. On April 13, 2022 the Goodwin Street Improvement Project will be presented at City Hall at 5:30 P.M. On April 14, 2022, at 5:00 P.M., FDOT will hold a public workshop

at the Recreation Center to address improvements for Old 41 and Bonita Beach Road. She also asked that Council entertain a 4:00 P.M. workshop for stormwater projects on May 4, 2022. Additionally, Representative Botana has requested that the City provide him with some options for next year's financial requests to present to the Governor's office.

15. Mayor and Council Member Reports

Council Member Quaremba reported on the Downtown Alliance meeting where Nicole Perino provided a very informed talk on Bonita parks. At that meeting, it was announced that Dr. Michael Martin would be the keynote speaker for their meeting in April, and she asked for Council's consensus to request staff to provide a proclamation and invite him here to thank him for his work. Council consensus to go forward. Council Member Quaremba reported on the Horizon Council General Membership Meeting and Executive Board meeting. She also provided a brief overview of the post-season regional legislative luncheon. Lastly, she reminded everyone of the Bonita Springs Film Festival scheduled for April 14, 2022, 6:00 P.M., at the Prado.

Council Member Forbes reported that this year FLC will be celebrating their 100th year anniversary. He also addressed information he received from Supervisor of Elections Office on registered voters.

Council Member Purdon would like to address the fee in lieu option for complete street standards for new developments in the City.

Council Member Corrie addressed the passing of former Council Member John Joyce. He would request Council approve drafting a letter to his family, thanking him for his service to the City of Bonita Springs. Council Member Purdon suggested the same for Ed Fitzgerald.

16. Approval of the Minutes

A. March 2, 2022 City Council Workshop Minutes

B. March 2, 2022 City Council Meeting Minutes

C. March 16, 2022 City Council Meeting Minutes

Council Member Gibson motioned to approval all three sets of Minutes; Council Member Carr seconded; and the motion carried unanimously.

17. Public Comment

Diane Benge, who lives off Windsor Road and Quails Walk, addressed safety concerns with traffic on Quails Walk, a private road. City Manager Hunter explained staff

can talk with LCSO, noting that their enforcement with traffic operations are on public roads. Ms. Benge also addressed a concern she has with Windsor Road drainage.

Debby Morrison voiced concerns regarding traffic and parking in downtown relating to Barron Collier's proposed development.

Jack Aaron spoke of concerns related to future construction activities on Coconut Road.

Nigel Fullick addressed the Downtown Alliance meeting, and he reported on claims of insurance fraud in the State of Florida.

18. Adjournment

There being no further items to discuss, the meeting adjourned at 7:40 P.M.

Respectfully submitted,

_____
Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL
Date: _____

AUTHENTICATED:

_____
Mayor Rick Steinmeyer

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