



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

CITY COUNCIL MEETING AGENDA

November 15, 2023
5:30 p.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 2:00 p.m. on November 15, 2023.**

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 Mike Sheffield 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.

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 of Ordinance) A request to rezone portions of property totaling approximately 4.1 acres +/- from the Light Industrial District to the General Commercial District. (Green Sheet No. 23-11-260

9. Consent Agenda:

- A. Approval of the October 18, 2023 Draft City Council Meeting Minutes
- B. Approval of the November 1, 2023 Draft City Council Meeting Minutes
- C. Approval of the November 1, 2023 Draft City Council Workshop Minutes
- D. Confirm and ratify Resolutions Extending Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-11-251)
- E. Confirm and ratify Resolutions Extending Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-11-252)
- F. Approve the 18th Amendment to the Agreement between the City of Bonita Springs and CH2MHILL Engineers for the provision of Community Development services. (Green Sheet No. 23-11-264)
- G. Approve proposal from Musco Sports Lighting, LLC for the installation of LED lighting fixtures on 5 poles in the Bonita Springs Skate Park and Pump Track facility in the amount of \$70,000.00. (Green Sheet No. 23-11-258)
- H. Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$733,371.42 for Community Park Baseball Complex Phase 3 Renovations project. (Green Sheet No. 23-11-259)
- I. Approve contract with Rummel, Klepper & Kahl, LLP (RK&K) for engineering design services for East Terry Street Stormwater and Multi-Use Pathway Project (Green Sheet No. 23-11-257)
- J. Authorize Lee County Interlocal Agreement for the Lee Tran Ultra Bus Service. (Green Sheet No. 23-11-256)
- K. Approve a special event application for the Tabernaculo de Alabanza – Celebrando la Navidad on Sunday, December 17, 2023 with a five minute firework finale presented by LaserNet. (Green Sheet No. 23-11-261)
- L. Approve Resolution awarding the Downtown Lawn, Landscape & Irrigation Maintenance Project RFB 23-04 to the lowest responsive bidder, P & T Lawn and Tractor Service in the Total Bid Amount of \$260,075.00, and providing Council authorization of the agreement, pending approval of all documentation. (Green Sheet No. 23-11-263)

M. Approve Resolution for the final budget amendment for fiscal year 2022-2023.
(Green Sheet No. 23-11-254)

- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

A. Discussion of intention for the Goodbread Grocery Site. (Green Sheet No. 23-11-255)

B. Discussion regarding the Recovery and Resilience Draft Initiative Profiles for the Lee County Recovery Task Force (Green Sheet No. 23-11-253)

11. Public Hearing:

A. Second Reading and Public Hearing of an Ordinance adopting the 2023-2024 Five Year Capital Improvement Program Annual Update. (Green Sheet No. 23-11-262)

12. City Attorney's Items:

13. City Manager's Items:

A. Update regarding Hurricane Ian recovery

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

REQUESTED MOTION: (First Reading) A request to rezone portions of property totaling approximately 4.1 acres +/- from the Light Industrial District to the General Commercial District.

REQUESTOR: Mike Fiigon II, Senior Planner

AGENDA: Zoning and Land Use

STRATEGIC PRIORITY: N/A

BACKGROUND: The rezoning request is for properties located on the corner of US 41/S. Tamiami Trail and Production Circle/Production Boulevard. It is a conventional rezoning request to go from the Light Industrial (IL) district to the General Commercial (CG) District. Portions of the properties are already zoned CG and the Applicant wishes to unify the zoning across the parcels.

As is customary in Bonita, the first reading is procedural where the title block of the corresponding ordinance is read into the record. The Staff and Applicant presentations would subsequently be scheduled for second reading, which is tentatively scheduled for December 6, 2023. A copy of the Staff Report is provided herein and the additional exhibits/attachments will be provided as part of the packet for second reading. The Zoning Board heard the case on October 17, 2023 and voted unanimously to approve the rezoning request (6-0).

The draft Ordinance will be provided prior to the City Council Meeting.

STAFF RECOMMENDATION: Move to Second Reading and Public Hearing

ATTACHMENTS:

1. Staff Report

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Michael Sheffield
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT**

TYPE OF CASE: REZONE—CONVENTIONAL

CASE NUMBER: RZN23-98084-BOS

HEARING DATE: OCTOBER 17, 2023

PLANNER: MIKE FIIGON II, SENIOR PLANNER

I. APPLICATION SUMMARY:

A. Applicant: OLP Wash Partners, LLC

B. Agent: Thomas Engineering Group, LLC

C. Request: A request to rezone portions of property totaling approximately 4.1 acres +/- from the Light Industrial District (IL) to the General Commercial District (CG).

D. Location: 24461 S. Tamiami Trail, Bonita Springs, Florida, 34135
& Access Undetermined [FKA 24431 S. Tamiami Trail (16-47-25-B2-00400.0010)]

E. Future Land Use Plan Designation, Current Zoning and Use of Property:

Future Land Use: General Commercial
Current Zoning: IL (Light Industrial) & CG (General Commercial)
Current Use: Vacant

F. Surrounding Land Use:

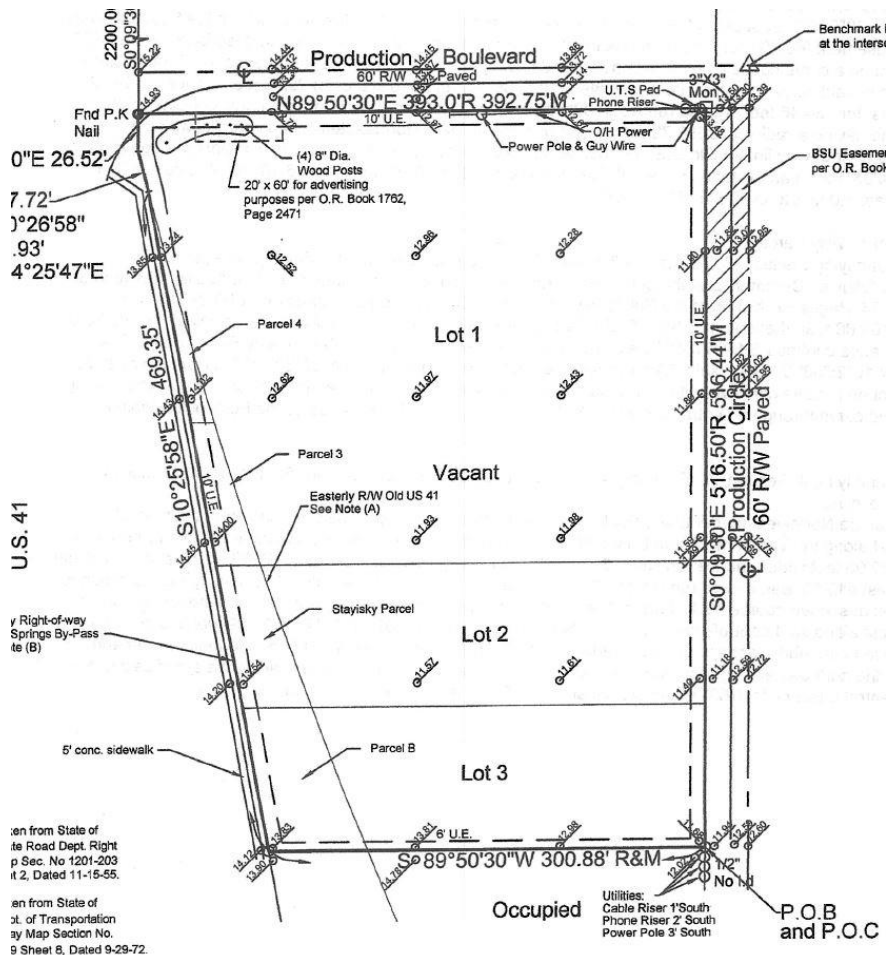
<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
North: General Commercial (CG), Light Industrial (IL); Vacant, Self Storage	General Commercial, Industrial
East: Light Industrial (IL); Production Circle R/W; Self Storage	Industrial

South: General Commercial (CG); Retail building	General Commercial
West: Commercial Planned Development (CPD), Recreational Vehicle (RV-3); Retail shopping center, RV park	General Commercial; Medium Density Multi-Family Residential

II. BACKGROUND AND INFORMATIONAL ANALYSIS

Introduction/Synopsis

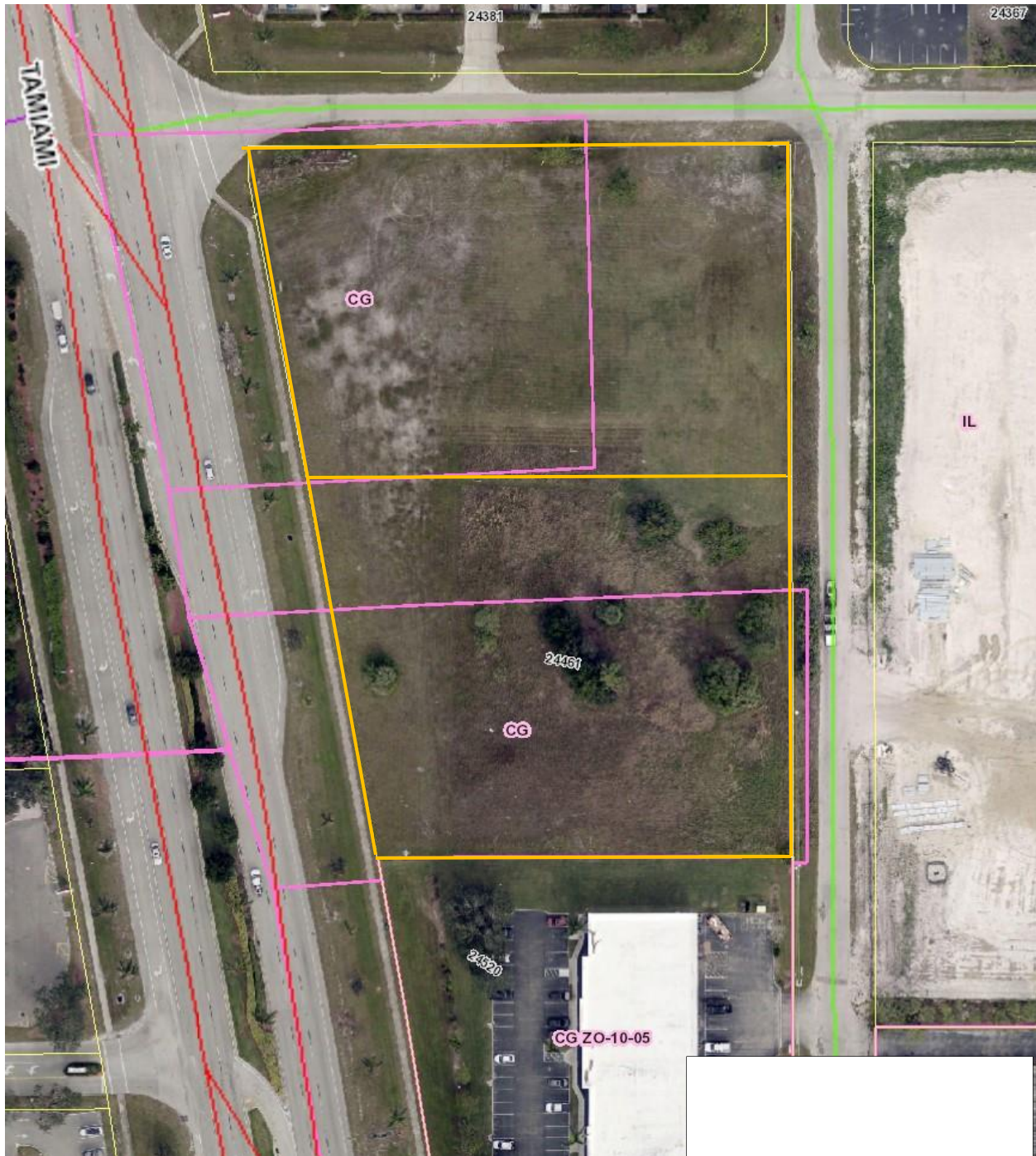
The parcels in question, located on the corner of US 41/S. Tamiami Trail and Production Boulevard (originally known as Lots 1, 2, & 3 of the Bonita Industrial Park Addition) are



adjacent to an existing industrial park area and are within the US 41 Overlay District. In 1971, the industrial park area was rezoned from Agricultural to Industrial Use (IU—later converted to Light Industrial IL) and the rezoning included these properties. In 1985, a significant portion of the property in question was again rezoned, this time to General Commercial (CG). The original intent at that time was to place a car dealership on the

(Boundary sketch [cropped], provided by the Applicant—completed by Mark O. Allen Inc., 2022)

northernmost parcel, but the development never materialized. The parcels have remained vacant since that time. It is unclear why the entirety of the subject properties were not included in the 1985 rezoning request—leaving a portion of Lots 1 and 2 in the IL zoning district while the rest was approved for a reclassification into the CG (Commercial) district. The applicant has recognized the inconsistency of zoning on the subject properties and has submitted an application to unify the zoning on these properties.



(Zoning layer, produced by the City of Bonita Springs Community Development Department, 2023)

As shown in item “F” above (Surrounding Land Use), The properties are in a commercial & industrial area, with both zoning designations present on surrounding properties. However, for these specific properties, the future land use category is General Commercial, which makes the CG designation more appropriate than the IL designation. A companion special exception has been submitted (SPE23-98082-BOS) for a car wash to be located at 24461 S. Tamiami Trail. Regardless of the companion car wash

application, it is the Staff position that the CG zoning designation remains appropriate, given the future land use category of General Commercial (discussed later in this report).

Furthermore, each property would sufficiently satisfy the zoning requirements of the CG zoning designation for lot width, depth and area, as described below:

Required Lot Width: 100ft
Required Lot Depth: 100ft
Required Lot Area: 20,000sf

Provided Lot Widths: 275ft+
Provided Lot Depths: 350ft+
Provided Lot Areas: 90,000sf+

When developed, the sites would need to meet the requirements of LDC Chapter 3 and LDC Chapter 4 for setbacks, height, lot coverage, drainage, landscaping, overlay district regulations, etc.

Surrounding Zoning

The subject properties are surrounded by commercial and industrially-zoned parcels and development. To the north is a fully-constructed self-storage facility which is on the outskirts of an industrial park. To the east is a vacant parcel zoned Light Industrial (IL) which has a development order application for a storage facility. To the south is a commercially-zoned property (CG) with a retail/office building. And to the west on the other side of US 41 is a Commercial Planned Development (CPD) that consists of a retail and restaurant plaza. It should be noted that while there is an existing RV Park (Leisure Time) to the northwest, it is located behind a barrier wall along the US 41 right-of way and would not be in conflict with the requested zoning action.

Staff finds this request consistent with the surrounding zoning.

Neighborhood Compatibility

The parcels are located in a commercial and industrial area. It does not have any immediate adjacent residential uses. There are existing residential uses (RV parks) within 500 feet to the east and west. Regardless of the zoning classification of the subject parcels, any and all development will be subject to the Noise Control Ordinance of the City of Bonita Springs.

Staff finds this request compatible with the neighborhood.

Environmental Considerations

There are no environmental concerns on site. The parcels have largely been cleared and the site has been inspected by the City's environmental specialist.

Comprehensive Plan Considerations

The subject properties are located in the General Commercial future land use category, according to the future land use map of Bonita Springs. The category includes the following provisions:

Policy 1.1.14: General Commercial - Intended to accommodate a wide range of commercial uses serving the general population of the City. This designation recognizes, but is not specifically limited to, properties that have been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.

- a. *Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre within the approximately 1,468 acres of gross land area in the land use category; and mixed residential and commercial use in planned developments.*
- b. *If affordable housing is provided, residential density may be increased by up to five additional units per acre.*
- c. *Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.*
- d. *Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.*

The rezoning request is consistent with the General Commercial future land use category.

Conclusion

The requested zoning change is consistent with the zoning designation and the future land use designation of the properties in question, as well as the surrounding parcels.

III. RECOMMENDATION:

Staff recommends **APPROVAL** of the Applicant's request to rezone the subject properties to the General Commercial (CG) zoning district. This recommendation of approval is based on the *Findings & Conclusions* contained herein.

A. Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a conventional rezone, Staff makes the following findings and conclusions, as follows:

1. The Applicant has proven entitlement to the rezoning by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. The request meets or exceeds all performance and locational standards set forth for potential uses allowed by the request;
3. The request is consistent with the densities, intensities and general uses set forth in the Bonita Plan;
4. The request is compatible with existing or planned uses in the surrounding area;
5. Approval of this request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the potential development;
6. The request does not affect environmentally critical areas and natural resources;
7. Public facilities are available and adequate to serve the proposed land use.

IV. SUBJECT PROPERTY

The Applicant indicates the STRAP numbers are: 16-47-25-B2-00400.0010 & 16-47-25-B2-00400.0020; [FKA 16-47-25-B3-00400.0030, 16-47-25-B2-00400.0020 & 16-47-25-B2-00400.0010]

V. EXHIBITS

A. Boundary Sketch and Legal Description of the Subject Properties, Signed and Sealed by Mark O. Allen, dated February 22, 2022.

VI. ATTACHMENTS

- A. Commercial Use Table & Development Regulations, Chapter 4.
- B. Application Backup [Full backup available online]



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

Bonita Springs City Council
Draft Meeting Minutes
October 18, 2023

1. Call to Order

Mayor Steinmeyer called the meeting to order at 9:00 am.

2. Invocation

The invocation was provided by Rev Bill Fisackerly, First United Methodist Church of Bonita Springs.

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

The City Clerk called the roll:

*Present: 7 Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon,
Council Member Carr, Council Member Corrie, Council Member Fullick,
Deputy Mayor Forbes*

Absent: 0

5. Approval of Agenda

No changes

6. Mayor's Welcome

Mayor Steinmeyer thanked attendees for engaging in government and contributing to the progress of the city.

7. Public Comment on Agenda Items

Kyle Moran commented on Item 10A in furtherance of revitalizing downtown.

David Alpert commented on Item 10A in furtherance of revitalizing downtown.

Chris Magnus commented on Item 10A in furtherance of revitalizing downtown.

Trish Leonard commented on Item 10A in furtherance of revitalizing downtown.

Mike Gibson commented on Items 10A and 10B in furtherance of revitalizing downtown.

Jim Magnus commented on Item 10A in furtherance of revitalizing downtown.

Arian Antonucci commented on Item 10A in furtherance of revitalizing downtown.

Peggy Baker commented on Item 10A in furtherance of revitalizing downtown.

8. Proclamations and Presentations:

A. Presentation of 15 Years of Service Award to City Employee Jesse Felger

City Manager Hunter and Nicole Perino, Director of Parks and Recreation, presented the award to employee Jesse Felger, who currently serves as Pool Manager at Community Park.

B. Proclamation Recognizing October 16th-22nd as Florida City Government Week

Deputy Mayor Forbes introduced the Proclamation, which was read into the record by the City Clerk.

9. Consent Agenda:

Council Member Corrie motioned to approve the Consent Agenda; Deputy Mayor Forbes seconded. The motion carried unanimously.

- A.** Approval of the October 4, 2023 Draft City Council Meeting Minutes
- B.** Approve a Resolution to engage a firm for the City's Design Services – East Terry Street Stormwater & Multi-Use Pathway Project (RFQ 23-20) and authorize staff to enter into negotiations with the number one ranked firm, Rummel, Klepper & Kahl, LLP (RK&K, LLP). (Green Sheet No. 23-10-230)
- C.** Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-10-231)
- D.** Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-10-232)
- E.** Approve Agreement between Lee County and the City of Bonita Springs for West Coast Inland Navigation District grant funding to be used for marine law enforcement (Green Sheet No. 23-10-233)
- F.** Approve FDOT's request for use of the Bonita Springs Recreation Center Gymnasium for a public meeting regarding the PD&E study conducted for the intersection of US 41 and Bonita Beach Rd. (Green Sheet No. 23-10-236)
- G.** Approve agreement with Florida Department of Environmental Protection for the Spring Creek Stormwater Management Project to acquire stormwater ponds. (Green Sheet No. 23-10-237)
- Opportunity for City Council Comments on Consent Agenda

10. Mayor & Council Member Items:

A. Discussion regarding alternative site designs provided by DPZ CoDesign for the former Community Hall site downtown. (Green Sheet No. 23-10-235)

Mayor Steinmeyer stated that he doesn't think that a fence installed around the park is necessary, as shown in the design for Option 1; however, he thinks that law enforcement presence would help keep children safe if a splash pad is installed. He expressed support for Option 2.

Council Member Carr motioned to approve Option 1; Council Member Corrie seconded the motion. Discussion ensued.

Council Member Purdon pointed out that the public's opinion was largely in favor of Option 1.

Council Member Fullick agreed with Council Member Purdon's comments regarding the public's opinion, and he also noted that Option 1 is the most fiscally conservative design.

Council Member Carr motioned to call the question; Deputy Mayor Forbes seconded. The Clerk called the roll. The motion to call the question carried 6-1 (Mayor Steinmeyer opposed)

Returning to the original motion to approve Option 1, the Clerk called the roll; the motion carried unanimously.

B. Discussion regarding upcoming Joint Meeting between the City Council and the Bonita Wonder Gardens Board of Directors. (Green Sheet No. 23-10-238)

Councilmembers discussed objectives for the workshop, which is scheduled to be held at 4:00 pm, Wednesday, November 1. City Manager Hunter stated that the current operating agreement will be included in the workshop agenda backup material and posted on the City's website. She further reminded Council that there will be no votes or official action taken at the workshop; however, the agenda will include a period for Public Comment.

11. Public Hearing:

A. Second reading of AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF A PORTION OF REAL PROPERTY LOCATED AT 27601 KENT ROAD; AND, PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-10-239)

The Clerk read the Ordinance title into the record. Council Member Carr motioned to approve; seconded by Deputy Mayor Forbes. Mayor Steinmeyer called for public comment and, seeing none, asked the Clerk to record the vote by roll call. The motion carried unanimously.

Ordinance 2023 – 14 adopted.

12. City Attorney's Items:

No items

13. City Manager's Items:

A. Discussion of the City's 2024 Legislative Priorities and direction to staff. (Green Sheet No. 23-10-234)

City Manager Hunter introduced the item. Hayden Dempsey of Greenberg Traurig, appearing remotely via Zoom, discussed the proposed legislative priorities and the upcoming delegation meeting, as well as the 2024 Legislative Session.

Council Member Purdon asked Mr. Dempsey to alert the City in the event he should hear any discussion in Tallahassee on the topic of extending Route 951.

Council Member Bogacz discussed the need for more information on the recently filed bill pertaining to a potential merger affecting Bonita Springs Fire Control and Rescue District and Fort Myers Beach Fire Rescue. Discussion ensued.

Council Member Corrie motioned to approve the draft legislative priorities and appropriations; Council Member Carr seconded. The motion carried unanimously.

B. Discussion regarding potential request for additional time to solicit homeowners for the Legislative Post Disaster Mitigation Grant Allocation and direction to staff. (Green Sheet No. 23-10-240)

Assistant City Manager Matt Feeney and Senior Project Manager Elly McKuen provided a summary of the item. By unanimous consensus, Council authorized staff to move forward.

C. Update on Hurricane Ian recovery

City Manager Hunter stated that the City is working on the Hurricane Ian After Action Report, which requires participation with outside agencies including Lee County Sheriff's Office, Bonita Springs Fire Control and Rescue District and Lee County Emergency Management. She will provide progress updates to Council.

Additional City Manager Items

City Manager Hunter asked Council to consider changing the start time of the Nov 15th City Council meeting, from 9 am to 5:30 pm, which will allow for a preceding workshop to be held at 4:00 p.m. The subject of the workshop will be Capital Improvement Program (CIP) Transportation & Community Aesthetics. There was no objection to changing the start time.

14. Mayor and Council Member Reports

Council Member Bogacz discussed a letter that she received from San Carlos Estates Water Control District regarding flooding concerns and requesting a letter of support from the City (copy of letter on file in the Clerk's office). Council Member Corrie motioned to approve sending a letter of support; Council Member Purdon seconded. The motion carried unanimously.

Council Member Carr expressed prayers and support for the people of Israel.

Council Member Fullick stated that, following suit with other TDC members, he will regularly provide updates on City events during TDC meetings.

Council Member Corrie expressed caution about the rise of antisemitism, and stressed the importance of confronting it wherever it appears. He also discussed an upcoming Supreme Court case that challenges Land Development Codes of local governments and suggested that councilmembers and staff keep an eye on the case.

Mayor Steinmeyer stated he has been in contact with County Commissioner Sandelli's office regarding a broken sidewalk and overgrown grass on Hickory Blvd.

15. Public Comment

None

16. Adjournment

There being no further business, the meeting adjourned at 10:51 a.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor



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

CITY COUNCIL
DRAFT MEETING MINUTES
November 1, 2023

1. Call to Order

Mayor Steinmeyer called the meeting to order at 5:30 pm.

2. Invocation

Invocation provided by Rev. Ann Grandell, Gulf Shore Church

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

The City Clerk called the roll:

*Present: 7 Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon,
Council Member Carr, Council Member Corrie, Council Member Fullick,
Deputy Mayor Forbes*

Absent: 0

5. Approval of Agenda

No changes

6. Mayor's Welcome

Mayor Steinmeyer welcomed attendees and thanked them for their participation.

7. Public Comment on Agenda Items

None

8. Proclamations and Presentations:

A. Proclamation recognizing the 45th Anniversary of the Rotary Club of Bonita Springs

*Council Member Chris Corrie, sponsor of the proclamation, read the proclamation
and presented it to Rotary Club President Jim Burger and President-elect Joe
Murgalo.*

Deputy Mayor Forbes asked to be recognized in order to call attention to unfitting meeting etiquette at the last meeting on the part of the Mayor, and expressed the importance in maintaining cordial and polite conduct even if there is a disagreement. Mayor Steinmeyer thanked Deputy Mayor Forbes for his comments.

9. Zoning and Land Use Items:

- A. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO RE-ESTABLISH THE DRIVE THRU OPERATION AT AN EXISTING BANK BUILDING ON A PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC SEC. 4-898 AND A REQUEST TO EXCEED 15% OF THE MINIMUM REQUIRED PARKING; LOCATED AT 3987 BONITA BEACH ROAD SOUTHWEST, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-11-246)

Staff Attorney Carly Sanseverino administered the oath to those intending to give testimony. Mary Zizzo, Planner with Community Development, introduced the item and provided the staff presentation, which included proposed conditions of approval.

Mayor Steinmeyer called for public comment; seeing none, Council Member Carr motioned to approve the request; Council Member Corrie seconded. The motion carried unanimously.

10. Consent Agenda:

Council Member Corrie motioned to approve the consent agenda; Council Member Fullick seconded. The motion carried unanimously.

- A. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-11-241)
- B. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia. (Green Sheet No. 23-11-242)
- C. Approve Extra-Duty Detail Services Agreement with Lee County Sheriff's Office for continued marine patrols on the Imperial River and Estero Bay in compliance with WCIND funding agreement. (Green Sheet No. 23-11-243)
- D. Approve a Resolution to engage nine (9) firms for the City's Miscellaneous Landscape Architect Services (CN 23-24) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-11-245)

- E. Approve Interlocal Agreement with Lee County for the Use and Maintenance of Bus Shelters within the City of Bonita Springs (Green Sheet No. 23-11-247)
- F. Approve special event permit and road closure for the annual Holiday in the Park at Riverside Park on Tuesday, December 5, 2023. (Green Sheet No. 23-11-248)
- G. Approve Amendment #1 with Florida Department of Environmental Protection for beach nourishment increasing the funding amount by \$2,314,879.08 for a total grant allocation of \$4,495,500.00 (Green Sheet No. 23-11-249)
 - Opportunity for City Council Comments on Consent Agenda

11. Mayor & Council Member Items:

- A. Discussion and update regarding the Lee County Recovery Task Force (Green Sheet No. 23-11-250)

Council Member Corrie asked council members to review the draft Recovery and Resilience Initiative Profile to ensure it contains all the initiatives that were requested by Council. He requested feedback at the next Council meeting. (Copy on file in the City Clerk's office).

12. Public Hearings:

- A. First Reading and Public Hearing of an Ordinance adopting the 2023-2024 Five Year Capital Improvement Program Annual Update. (Green Sheet No. 23-11-244)

The City Clerk read the title block into the record. City Manager Hunter stated that the Capital Improvement Plan was previously approved by the Council in the 2023/2024 fiscal year budget. Adoption by ordinance is a requirement of the State.

Mayor Steinmeyer motioned to move to second reading; Council Member Bogacz seconded. The motion carried unanimously.

13. City Attorney's Items:

None

14. City Manager's Items:

- A. Update on Hurricane Ian recovery

City Manager Hunter informed Council that the Lee County Manager has asked each municipal city manager to provide staff level feedback on the draft Recovery and Resilience Initiative Profile. She also reported that staff plans to present the City's After-Action Report before the end of the calendar year.

Additionally, City Manager Hunter reminded Council that the start time of the Nov. 15th City Council meeting has been changed to 5:30 pm, with a CIP workshop beginning at 4:00 pm.

15. Mayor and Council Member Reports

Mayor Steinmeyer said the Halloween event was the best ever, and thanked staff and all involved.

Council Member Bogacz reported that Representative Botana requested her attendance at a meeting regarding Coconut Road, which will also include representatives from the Village of Estero. A discussion ensued.

Council Member Carr offered prayers to the families of those killed in the mass shooting in Maine. She also reminded everyone that there will be live patriotic music at Riverside Park on Sunday.

Council Member Corrie suggested that Council Member Bogacz look for common ground when she attends the Coconut Point meeting.

Council Member Fullick reminded everyone of the Veterans Day Ceremony which will be held on Nov 11th at Riverside Park. The ceremony will feature guest speaker Louise Goetzelt, Retired Chief Warrant Officer. He further stated that the City's Halloween event and the Downtown Business Alliance events were phenomenal, and he commended staff and all those involved.

Deputy Mayor Forbes stated that the City will be facing diminishing impact fee revenue going into the future. He also encouraged Council to attend the Veterans Day breakfast event, which is sponsored by Senator Rick Scott.

City Manager Hunter asked Council to consider appointing a representative to participate in discussions with Wonder Gardens, as was mentioned during the workshop. Council Member Carr motioned to appoint Council Member Purdon to serve; seconded by Council Member Bogacz. The motion carried unanimously.

16. Public Comment

Trish Leonard – Spoke on the success of the downtown Halloween events.

17. Adjournment

There being no further business, the meeting adjourned at 6:14 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor



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

CITY COUNCIL
Draft WORKSHOP MINUTES

November 1, 2023

1. Call to Order

Mayor Steinmeyer called the workshop to order at 4:00 pm.

2. Roll Call

The Mayor dispensed the roll call and asked the Clerk to record attendance during introductions.

3. Welcome and Introductions

Mayor Steinmeyer welcomed attendees and asked each person at the table to introduce themselves.

Those present:

City Council:

Mayor Steinmeyer, Deputy Mayor Forbes, Council Member Fullick, Council Member Corrie, Council Member Carr, Council Member Purdon, Council Member Bogacz

Wonder Gardens Board of Directors:

Donna Flammang, Chair; Larry Vars, Angela Swanepoel, Wendy Arsenault, Eileen Tasso

Also Present

Arleen Hunter, City Manager

Neil Anderson, Wonder Gardens Executive Director

Derek Rooney, City Attorney (remote)

4. Discussion Regarding Current Status of Wonder Gardens Site and Facilities

Nicole Perino, Director of Parks & Recreation, provided an overview of the rehabilitation of the gift shop and the administrative building following damages incurred from Hurricane Ian.

Lora Taylor, Director of Communications, presented on the City Facility Assessment Report completed by Weston & Sampson.

5. Presentation of Wonder Gardens Master Plan

Neil Anderson, Executive Director of the Wonder Gardens, presented the Wonder Gardens Master Plan (Master Plan on file in the Clerk's office). In response to Councilmember Fullick's question about priority projects, Mr. Anderson stated the priorities are the otter exhibit and the animal care center.

6. Review of Original Operating Agreement

City Attorney Rooney summarized the city's primary concerns with the current operating agreement, which includes issues of compliance with certain requirements in the agreement on the part of Wonder Gardens. Mr. Rooney stated that a new agreement, with a new slate of understandings and clearly defined roles and responsibilities will accomplish clarity and a fresh new start.

A discussion ensued regarding a new operating agreement, and the importance of repairing the relationship and building a strong cooperative partnership in order to successfully move forward.

Wonder Gardens Chair Donna Flammang stated that she would like a public-private operating agreement, with a long-term lease.

7. Discussion Regarding Next Steps and Future Workshops

There was consensus to move forward with drafting a new operating agreement. Wonder Gardens Chair Donna Flammang suggested that joint negotiation meetings be held with her, Mr. Anderson, the City Manager, and the City Attorney. City Manager Hunter suggested that the City Council select a liaison to attend the meetings, who will then provide updates at Council meetings.

8. Public Comment

Trish Leonard – Expressed hope that a new agreement, written correctly, would provide a clean slate moving forward.

Arden McCurdy – Commented on the difficulty with solicitating for donations from the public for Wonder Garden projects without the security of a lasting agreement or lease.

9. Adjournment *There being no further business, the meeting adjourned at 5:25 p.m.*

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 23-118 issued on October 30, 2023
 2. Resolution No. 23-122 issued on November 6, 2023
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-118

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 30th day of October, 2023.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney Office

Date filed with City Clerk: 10/30/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-122

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

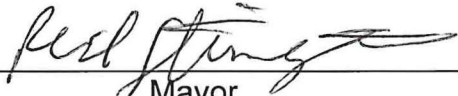
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 6th day of November, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 11/6/23

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Idalia.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 26, 2023, pursuant to Chapter 252, Florida Statutes Governor Ron DeSantis signed Executive Orders 2023-171 to declare a state of emergency, including Lee County, in response to the anticipated landfall of Tropical Storm Idalia. Due to the threat of severe weather and potential impacts to the City, on August 28, 2023, the Mayor executed Resolution No. 23-70 declaring a state of emergency within the City with regard to then-Tropical Storm Idalia.

Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

At this time, it is appropriate for City Council to ratify the Local State of Emergency.

STAFF RECOMMENDATION: Confirm and ratify the Local State of Emergency.

ATTACHMENTS:

1. Resolution No. 23-119 issued on October 30, 2023
2. Resolution No. 23-123 issued on November 6, 2023

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 119

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS EXTENDING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IDALIA; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

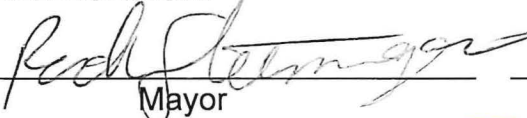
Section 2. The current State of Emergency is extended.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 30th day of October, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk: 10/30/23

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 123

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS EXTENDING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IDALIA; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 6th day of November, 2023.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney

Date filed with City Clerk: 11/6/23

REQUESTED MOTION: Approve the Eighteenth Amendment to the Agreement between the City and CH2M Hill Engineers for provision of Community Development services.

REQUESTOR: Arleen M. Hunter, City Manager; John Dulmer, Community Development Director

AGENDA: Consent

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

The City of Bonita Springs and CH2M Hill are in the 15th year for provision of Community Development services. The agreement contemplates a yearly revision to the baseline compensation amount.

Attached is the Eighteenth Amendment providing for a baseline compensation of \$1,808,632 for Planning & Zoning services (previously \$1,714,017), and \$3,195,157 for Building and Inspection Review services (previously \$3,028,010), with an effective date of October 1st.

The FY23-24 Budget accounts for these numbers.

STAFF RECOMMENDATION: Approve the Eighteenth Amendment

ATTACHMENTS:

1. Eighteenth Amendment

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

EIGHTEENTH AMENDMENT TO
CITY OF BONITA SPRINGS, FLORIDA AND CH2M HILL ENGINEERS, INC.
COMMUNITY DEVELOPMENT, BUILDING PERMITTING AND
INSPECTIONS AND ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

THIS EIGHTEENTH AMENDMENT TO COMMUNITY DEVELOPMENT, BUILDING PERMITTING AND INSPECTIONS AND ADMINISTRATIVE SUPPORT SERVICES AGREEMENT (the "EIGHTEENTH Amendment"), made and entered into this ____ day of _____ 2023, by and between the City of Bonita Springs, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, (the "City") and CH2M HILL Engineers, Inc., Delaware corporation, (the "Corporation"), heretofore referred to jointly as the "Parties".

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs, Florida; and

WHEREAS, the Parties entered into an agreement for Provision of Community Development, Building Permitting and Inspection and Administrative Support Services ("Agreement") which has an effective date of May 22, 2008; and

WHEREAS, Section 32.2 of the Agreement requires that any amendments to the Agreement must be in writing and be signed by both the City and the Corporation; and

WHEREAS, the First Amendment to the agreement was signed October 22, 2009 establishing a revised Baseline Compensation Amount, a revised date of annual renewal, revisions to Section 9.4 of the Agreement, revised staffing level (Revised Exhibit B Option 1 Startup), and a revised notice provision in Section 36; and

WHEREAS, the Second Amendment to the agreement was signed November 1, 2010 maintaining the Baseline Compensation Amount, deleting Key Performance measures in the scope of services, replacing in the Scope of Services, Exhibit A the following: section 2.3 for contractor licensing, section 3.1, development review related to the Land Development Code; section 3.9, related to comprehensive plan amendments; section 5.2 Eagle monitoring, and section 5.2 Code Enforcement monitoring; and

WHEREAS, the Third Amendment to the agreement was signed October 7, 2011 setting the Baseline Compensation Amount as the same amount as the previous year; and

WHEREAS, a Revised Agreement was approved by the City Council on January 18, 2012; and

WHEREAS, under the Revised Agreement, the Parties agreed to revise the language in Section 7.3, Performance Measures and new Exhibit E and Section 9, Compensation, and

WHEREAS, a Fourth Amendment to the agreement was approved on November 7, 2012 which (1) changed the process of compensation, i.e., the City pay CH2M HILL annual rates with the City of Bonita Springs retaining all fees collected and (2) adding Performance Measures for turnaround times; and

WHEREAS, a Fifth Amendment to the Agreement was approved on May 9, 2013 which provided for the Corporation to perform additional scope for the Conceptual Roadway Plan for Old US 41; and

WHEREAS, a Sixth Amendment to the Agreement was approved on August 12, 2013 to revise language regarding insurance policies and to revise the Baseline Compensation for period and the amount of Baseline Compensation; and

WHEREAS, a Seventh Amendment was approved on April 30, 2014 which increased the compensation to reflect an additional engineering position to assist development services; and

WHEREAS, an Eight Amendment was approved on November 20, 2014 which revised the Baseline Compensation, increased the compensation to reflect onetime cost of office improvements and onetime costs for equipping new CH2M HILL employees, added utilization of outside reprographic service provider, fees collected by Dept. of Economic Opportunity and Dept. of Business and professional Regulation to be split based on percentage, deletion of Amendment Number 4 text, added new Section 9.4 text, deleted and replacement Section 10, and deleted and replaced Section 11.1; and

WHEREAS, a Ninth Amendment was approved on November 4, 2015 to revise the Baseline Compensation Amount and revise portions of the agreement that were outdated, no longer applicable, or do not reflect the mutually agreed upon operation of services by the City and Corporation; and

WHEREAS, a Tenth Amendment was approved on July 1, 2016 for a one-time adjustment in compensation for building and inspection review services and to revise the Baseline Compensation amount for period; and

WHEREAS, an Eleventh Amendment was approved on October 2, 2017 to revise the Baseline Compensation Amount and extend the contract period until September 30, 2021; and

WHEREAS, a Twelfth Amendment was approved on September 26, 2018 to revise the Baseline Compensation Amount and revise the mutually agreed upon operation of services by the City and Corporation related to floodplain administration; and

WHEREAS, a Thirteenth Amendment was approved on August 7, 2019 to revise the Baseline Compensation Amount and delete and replace Section 10; and

WHEREAS, a Fourteenth Amendment was approved on October 21, 2020 to revise the Baseline Compensation Amount; and

WHEREAS, a Fifteenth Amendment was approved on December 15, 2021 to revise the Baseline Compensation Amount; and

WHEREAS, a Sixteenth Amendment was approved on September 26, 2022 to revise the Baseline Compensation Amount, allow for the recovery of costs associated with reprographic services and delete Performance Measures in Exhibit E; and

WHEREAS, a Seventeenth Amendment was approved on March 15, 2023 to revise the Agreement expiration date; and

WHEREAS, the Parties now wish to amend the Agreement;

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Section 9.1 is deleted in its entirety and replaced with the following:

9.1 The Baseline Compensation Amount for October 1, 2023 to September 30, 2024 shall be One Million Eight Hundred Eight Thousand Six Hundred Thirty-Two Dollars (\$1,808,632) for planning and zoning services, to be paid in equal monthly installments. The Baseline Compensation for October 1, 2023 to September 30, 2024 shall be revised to Three Million One Hundred Ninety-Five Thousand One Hundred

Fifty-Seven Dollars (\$3,195,157) for building and inspection review services to be paid in equal monthly installments.

Additionally, from time to time, Corporation may need to utilize an outside reprographic service to provide copies for the public. The public pays the City directly for these costs. As a result of making these copies for the public, the Corporation incurs costs for these reprographic services. Upon receipt of proof of Corporation's payment for outside reprographic services, the City agrees to reimburse the Corporation for those reprographic costs when the City receives payment from the public. These fees will be equal to or less than the City's adopted fee schedule for provide these services.

2. "For Corporation" address under Section 36, "Notices", is hereby deleted in its entirety and replaced with the following:

For Corporation: CH2M HILL INC.
Attn: OMFS Commercial Director
6312 S. Fiddler's Green, Suite 300N
Greenwood Village, CO 80111

3. All other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, Corporation and the City of Bonita Springs have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CH2M HILL Engineers Inc.,

Signature: _____

By: Jonathan Mantay

Title: Global Director

Date: _____

ATTEST:

CITY OF BONITA SPRINGS

Signature: _____

Signature: _____

By: Mike Sheffield

By: Rick Steinmeyer

Title: City Clerk

Title: Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Signature: _____

By: Derek Rooney

Title: City Attorney

Date: _____

REQUESTED MOTION: Approve proposal from Musco Sports Lighting, LLC for the installation of LED lighting fixtures on 5 poles in the Bonita Springs Skate Park and Pump Track facility in the amount of \$70,000.00

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

The Skate Park and pump track facility currently has Metal Halide lighting fixtures, which several of them are in disrepair and in need of replacement. It is proposed to replace these fixtures with new LED lighting, which is more energy efficient as well as having better lighting control. Since the time change has resulted in an early sunset, the need for lighting of this facility is imperative for greater utilization of the facility during the prime evening hours.

The attached proposal has been procured through cooperative purchase under Clay County RFP 18/19-2. A full copy of the clay County RFP and subsequent contract extensions are available for review in the City Clerk's Office.

Funding: 30.270.572.6360

STAFF RECOMMENDATION: Approve Proposal from Musco Sports Lighting, LLC in the amount of \$70,000.00 for the installation of LED lighting for the Bonita Springs Skate Park.

ATTACHMENTS:

1. Musco Sports Lighting Proposal
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Nicole Perino

Quote

Date: November 3, 2023
To: City of Bonita Springs

Project: Bonita Springs Recreation Center
Bonita Springs, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Fixture Installation

Skatepark Lighting

.....**\$70,000.00**

Sales tax, bonding, and permit fees are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I C) Other Applications - Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations – Skatepark Lighting	12	\$3,500.00	\$42,000.00
(Section III G) Installation of Fixtures on Existing Poles	4	\$6,000.00	\$24,000.00
(Section IV C a) Installation of Contactor Cabinet	1	\$5,750.00	\$5,750.00
(Section IV D 1) Lightning Protection – Surge Protection	4	\$1,200.00	\$4,800.00
(Section IV E 1) Pole Grounding	4	\$900.00	\$3,600.00
(Section V F) Project Management	1	\$6,000.00	\$6,000.00
Deduct / Design Parameters / Labor			-\$16,150.00
Total			\$70,000.00



SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc – per design
- UL Listed assemblies

System Description

- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide Contract Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.



Musco Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact local utilities for locating public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on 5 existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. Provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
4. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials and equipment to reuse existing electrical service panels as required.
2. Provide materials and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to terminate all necessary wiring at existing controls cabinet.
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



Payment Terms

Net 30 days for materials and progressive payments for labor.

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Controls built to existing voltage and phase.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com



REQUESTED MOTION: Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$733,371.42 for Community Park Baseball Complex Phase 3 Renovations project.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

On March 2, 2022, City Council approved the proposal from EnviroStruct, LLC for Community Park Baseball Complex Phase 2 renovations, which included renovations of fields 1, 2 and 4 to meet Little League standards with complete turf replacement, grading, and drainage improvements, modify and expand for a new irrigation design, relocate bases, base lines and pitcher's mounds as well as upgraded scoreboards. Renovations to all 4 fields included new fencing and gate layouts, new backstops and safety netting, and the design of furnishings to include locations and construction specifications of dugouts and scorekeeper areas. This phase did not include the locations and construction of shade structures for each of the 4 fields and restroom renovations.

Attached is the proposal from EnviroStruct, LLC for the guaranteed maximum price for the Community Park Baseball Complex Phase 3 renovations to include locations and construction of bleacher shade structures and furnishings for each of the 4 fields and restroom facility renovations in the amount of \$733,371.42. The work is outlined in the scope of work and fee proposal attached. Funding for the Phase 3 improvements is included in the current fiscal year budget.

STAFF RECOMMENDATION: Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$733,371.42 for Community Park Baseball Complex Phase 3 renovations project.

ATTACHMENTS:

1. Proposal and Scope of Work from EnviroStruct, LLC
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director: Nicole Perino

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Bonita Springs Community Park - Phase 4
Bonita Springs Community Park
Estimate
November 7, 2023



Bldg Area: 0 sf
Site Area: .0 ac.

General Conditions (2.5 Months)

Cost Code	Description	Qty.	U/M	Rate	Total
Total				\$	64,235.00

Bleacher Shade Structures

Sub Contractor & Supplier Cost

Cost Code	Description	Qty.	U/M	Total
02-232 1	Demo- core drill holes/sod repairs	1	LS	\$ 6,000.00
03-100 2	Concrete & Masonry	1	LS	\$ 287,120.00
06-100 3	Rough Carpentry Materials	1	LS	\$ 36,500.00
06-103 4	Rough Carpentry	1	LS	\$ 37,000.00
07-100 5	Metal Roof	1	LS	\$ 62,103.00
09-560 6	Stucco	1	LS	\$ 68,000.00
09-940 7	Paint	1	LS	\$ 26,000.00
11-000 8	Bleachers (8)	1	LS	\$ 80,000.00
Total				\$ 602,723.00

Restroom Renovations w/Ext doors

Sub Contractor & Supplier Cost

Cost Code	Description	Qty.	U/M	Total
02-232 1	Demo bath partitions	1	LS	\$ 1,000.00
06-710 2	Granite counter	1	LS	\$ 600.00
08-520 3	Exterior Doors and Hardware	1	LS	\$ 18,456.00
09-670 4	Epoxy Flooring	1	LS	\$ 11,250.00
09-810 5	Tile Walls	1	LS	\$ 15,875.00
09-940 6	Paint - ceilings and doors	1	LS	\$ 6,000.00
10-600 7	Bath Partitions	1	LS	\$ 15,855.00
10-815 8	Bath Accessories	1	LS	\$ 7,450.00
15-400 9	Plumbing	1	LS	\$ 18,663.00
16-001 10	Electric	1	LS	\$ 9,789.00
Total				\$ 104,938.00

Estimate Summary

Total General Conditions w/ Labor Burden	\$	64,235.00
Total Subcontractor Costs	\$	602,723.00
Contingency	\$	-
Permit & Impact Fees		By Owner
Builders Risk		Excluded
Liability Insurance	\$	5,335.66
Performance & Payment Bond	\$	16,318.00
Total Fee	\$	44,759.76
Total Base Bid	\$	733,371.42

Qualifications & Assumptions:



Bonita Springs Community Park –Phase 4
Scope of Work
11/07/2023

Schedule – Is based on 11 weeks of construction once we receive Notice to Proceed. One fulltime superintendent will be onsite daily to manage the project and weekly visits from our General Superintendent and Project Manager to monitor the progress of the job.

Pricing – Is based off a guaranteed maximum price

(8) Bleacher Shade Structures

Demolition:

- Core drill existing concrete slab in 48 locations for new structure columns

Concrete:

- Prep and pour foundations for the 8 new shade structures.
- Construct 48 CMU columns, all lintels, solid fill all per structural plans.

Carpentry:

- Build new 2x8 roof decks with 1x10 fascia and T-111 wood ceilings.

Roof:

- 5V metal roof and drip edge to match.

Stucco & Paint:

- Float sand finish stucco all masonry and paint to match dugouts.

Bleachers:

- Supply (only) eight BLG4A21V4F448AHR 4 row galvanized bleachers with aluminum seats and walkboard 21' vertical rail feature 48" aisle

Clubhouse renovation

Demolition:

- Remove existing bath partitions, plumbing fixtures, and lighting.
- Remove laminate condiment counter.

Countertop:

- Supply and install new 3cm Caledonia granite condiment countertop.

Exterior Doors and Hardware:



- Demo 6 existing door/frame locations – All single doors – No pairs included
- Supply & Install (6) 3070 Welded Daybar HM Door Frame – Punch & Dimpled
- Supply & Install (6) 3070 flush Daybar HM Flush Slabs
- The 2 restroom doors to have 24x24 impact rated louvers
- Supply & Install the following finish hardware:
 - (18) Hager ECBB1101 NRP SS 4.5 x 4.5 hinges, US32D finish
 - (6) Hager 3400 series locksets – Function TBD
 - (2) Hager double key deadbolts at restroom doors
 - (6) Hager 5200 Closers
 - (6) Hager 750S Sweeps
 - (6) Hager 412S Threshold, ALUM finish

Restroom Epoxy Flooring:

- Mechanically prepare 800 sf of concrete substrate for installation of Tectop EF and 4" cove base. Color TBD

Restroom Tile Walls:

- Supply and install Mohawk Pietra Moderna 15"x30" tile on all walls

Paint:

- Paint bathroom ceilings, new door frames and doors.

Bath partitions:

- Supply and install floor mounted overhead braced toilet partitions in standard HDPE material, standard color – TBD
- Consisting of 6 toilet stalls and 2 urinal screens.

Bath Accessories:

- 6 – B-2888 Toilet Paper
- 4 – B-715 Hand Dryers – 115V
- 4 – B-2111 Soap
- 2 – B-6806 36" Grab Bar
- 2 – B-6806 42" Grab Bar
- 2 – KB300-05 Changing Table
- 6 – B-165 1830 Mirrors

Plumbing:

PREP WASTE & WATER INE STUB OUTS
INSTALL NEW CLOSET FLANGES AS NECESSARY
2 KOHLER K-3493-0, 1.6 GPF ADA TOILETS (pressure assisted)
4-KOHLER K-3505-0, 1.6 GPF STANDARD HEIGHT TOILETS (pressure assisted)



6-KOHLER K-4731-SC-0 TOILET SEATS
2-KOHLER K-4991-ET-0 WALL HUNG URINALS
2-SLOAN REGAL #186 URINAL FLUSHOMETER VALVES
6-KOHLER K-2031-0 WALL HUNG CHINA LAVATORY
6-CHICAGO 807-665PSHABCP METERING LAVATORY FAUCETS
6-17 GAUGE CHROME P-TRAPS
2-ADA TRP AND SUPPLY COVERS
6-17 GAUGE GRID DRAINS
2-WOODFORD MODEL 24, CHROME HOSE BIBS, VANDAL PROOF
New Elkay EZSTL8WSLK Bi-level water cooler with bottle filling station

Electric:

- New Bathroom LED light fixtures with occupancy switching, install electric hand driers.

Clarifications:

- Includes design and engineering fees
- Excludes permit and impact fees
- Includes performance and payment bond
- Excludes builders risk insurance

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-11-257
November 15, 2023

REQUESTED MOTION: Approve contract with Rummel, Klepper & Kahl, LLP (RK&K) for Engineering Design Services for East Terry Street Stormwater and Multi-Use Pathway Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation, 4) Environmental Protection, 5) Strengthen City Finances

BACKGROUND: The City received three (3) proposals for Engineering Design Services for the East Terry Street Stormwater and Multi-Use Project on August 24th, 2023. The selection committee heard presentations from the firms on September 26th and 27th, 2023. RK&K was chosen as the top ranked firm and was approved by City Council on October 18, 2023.

Staff and RK&K representatives developed an engineering design services contract outlining the tasks to complete the design and construction plans for the project.

STAFF RECOMMENDATION: Approve contract agreement with RK&K for design services for East Terry Street Stormwater and Multi-Use Pathway Project

ATTACHMENTS:

1. RK&K Contract
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____, 2023, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and **Rummel, Klepper & Kahl, LLP** (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: **RFQ 23-20, DESIGN SERVICES – EAST TERRY STREET STORMWATER AND MULTI-USE PATHWAY PROJECT**, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Bonita Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, Florida Statutes §287.055.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

1.01 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that U.S. Housing and Urban Development (HUD) Community Development Block Grant – Mitigation (CDBG-MIT) financial assistance will be used to fund all or a portion of the contract. The consultant will comply with all applicable federal laws, regulations, executive orders, HUD CDBG-MIT policies, procedures, and directives.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT

The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES

The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the City may do so by the unilateral issuance of a written change order to the Consultant. Such a unilaterally issued change order shall set forth, if appropriate, an agreement by both the City and the Consultant establishing changes in the amount of compensation to be paid the Consultant as a result of the deletion or decrease in the services required shall have no effect on, or otherwise prevent the City from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or

supplemental task authorization(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. The Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Lee County and in the City of Bonita Springs, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this

Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout. Consultant shall not be responsible for delays outside of its reasonable control.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the Consultant to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services shall serve as a basis for the City to consider the development and issuance of a change order to provide for a change to, or additional services to, the services set forth in this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Consultant shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees to the extent caused by the negligent act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expenses and in a manner acceptable to and approved by the City, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 PERMITS

The Consultant will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.10 ADDITIONAL SERVICES

Should the CITY request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.12 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations authorized thereto shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational,

equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared, or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field workdays and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

- a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the City, the City reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or

not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis. The City reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

3) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect. Consultant shall not be responsible for damages caused by delays outside of its reasonable control.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

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

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

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

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

ARTICLE 12.00-WAIVER OF BREACH

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

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

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

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

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

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of \$10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

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

The City 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 City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City 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 Florida Statutes §119 or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.**
- h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

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

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

Exhibit A entitled Scope of Professional Services
dated _____.

Exhibit B entitled Compensation and Method of Payment
dated _____.

Exhibit C entitled Time and Schedule of Performance
dated _____.

Exhibit D entitled Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
dated _____.

Exhibit E entitled Project Guidelines and Criteria
dated _____.

Exhibit F entitled Truth in Negotiation Certificate
dated _____.

Exhibit G entitled Insurance and Bonding Requirements
dated _____.

Exhibit G-1 entitled Vendor's Insurance Statement
dated _____.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Matt Feeney, Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

20.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record unless waived by Consultant:

Rummel, Klepper & Kahl, LLP

402 S. Kentucky Avenue #400

Lakeland, FL 33801

Telephone Number: 863-333-4583

Fax Number: 877-407-0803

ATTENTION: Joseph Baan
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM

This Agreement is effective as of [ENTER DATE HERE].

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if

it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

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

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

22.01 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

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

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

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

[This space intentionally left blank]

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

ATTEST:

BY: _____
CITY CLERK

DATE: _____

ATTEST:

(Witness)

(Witness)

CORPORATE SEAL

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
MAYOR

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY'S OFFICE

CONSULTANT

BY: _____
(Authorized Signature)

(Title)

DATE: _____

EXHIBIT A

Scope of Professional Services Design Services - East Terry Street Stormwater & Multi-Use Pathway Project

Date: **[ENTER DATE HERE]**

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in Compensation and Method of Payment.

STANDARD SERVICES

Stormwater improvements in the vicinity of E Terry Street at Center Avenue to reduce flood frequency. Improvements between Imperial Parkway and Bonita Grande Drive will consist of a proposed shared use path on the north side of E Terry Street, a landscaped shared use path on the south side, and up to two cross drain replacements for improved stormwater conveyance. A roundabout will be analyzed at the intersection of E Terry Street and Pinecrest Lane and designed if feasible. The existing bridge over I-75 will be upgraded to provide a multi-use accommodation without bridge widening. A shared use path will extend from I-75 east to Bonita Grande Drive. A roundabout will be analyzed and designed if feasible at E Terry Street and Morton Avenue. Flooding from recent hurricanes will be analyzed at the intersections of E Terry Street with Center Avenue, Elaine Drive, Pinecrest Lane, Morton Grove Drive, and Bonita Grande Drive. Stormwater improvements will be included in the proposed design.

OPTIONAL SERVICES

Improvements between Old 41 and Imperial Parkway will be designed to accommodate one on-street bike lane in each direction of E Terry Street. Minor widening of the existing roadway is assumed. Outside widening of the Leitner Creek bridge is not included. Optional Services may be added to the contract prior to the 30% submittal for the fee include in this agreement.

Permitting

The consultant shall identify all federal, state, and local permits required for the project. At a minimum, consultant must document whether a US Army Corps of Engineers (USACE) permit is required. A consultation with USACE is required. A permit or No Permit Required from the USACE shall be submitted to the City.

A copy of all environmental permits or applications must be submitted, i.e., Florida Department of Environmental Protection (FDEP), and/or South Florida Water Management District (SFWMD) permit is required. The consultant shall submit the application or the permit from the applicable agency(ies) to the City.

Design Deliverables

The consultant shall deliver the following at the completion of the tasks identified above:

- 1) Signed/Sealed PDFs of survey drawings, engineering report, and hydraulic analysis.
- 2) Construction plans and bid documents.
- 3) Project cost estimate (Opinion of Probable Cost) for construction.
- 4) Design documents shall provide a detailed description including specifics on project scope of work, depth, and extent of ground disturbance at all construction locations of the project.
- 5) Color maps including topographical, aerial, and ground disturbance.
- 6) Copy of all environmental permits or applications, any permits obtained from the FDEP and/or SFWMD. Documentation must include any compliance conditions that shall be included in the final design plans, narrative, and project implementation actions.
- 7) Copy of the USACE permit or No Permit Required notification.
- 8) The City reserves the right to request additional information as determined throughout the planning process.

Project General and Major Activities

Public Involvement Support

Other Agency Presentations/Meetings

Typical Section

Pavement Design

Major Intersections are the intersection of East Terry Street with Imperial Parkway, Morton Avenue, Kent Road, and Bonita Grande Drive.

Signing and Pavement Marking Plans

Signalization Plans

Lighting Plans

Design Variations/Exceptions may be considered

Drainage Activities

Analysis of flooding at Center Avenue, Elaine Drive, Morton Grove Road, and Bonita Grande Drive

Temporary drainage

Permanent drainage plans

Utilities Coordination

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules.

Environmental Permits, Compliances, and Clearances.

The selected CONSULTANT will be provided preliminary environmental reviews, made previously on the aforementioned study. This information will be useful for wetlands, and other environmentally sensitive areas within the project area.

Structures

The project will include several types of structures, such as but not limited to concrete box culvert west of Bonita Grande Drive, retaining walls, and miscellaneous structures (for signing, traffic signal mast arms, etc.).

Signing and Pavement Markings

Signalization Plans

Signalization analysis and plans as necessary to accommodate proposed multi-use pathway.

Lighting Plans

Pedestrian lighting analysis and plans.

Landscape Architecture.

This activity will require planting plans, including the removal of, and transplanting of existing plantings, and hardscape features.

Survey Activities

Design Survey

Subsurface Utility Exploration

Right of Way Survey

Geotechnical

The CONSULTANT is responsible for all Pavement Coring and Geotechnical services associated with this project. Perform subsurface investigation and prepare geotechnical report for the proposed improvements. Soil borings are anticipated for roadway, widening areas, and retaining walls.

The CONSULTANT shall perform specialized field-testing including but not limited to:

- Roadway auger borings every 100 feet to a depth of six (6) feet
- Roadway SPT borings to depths of 15 feet at a spacing of one boring per 500 feet of roadway alignment
- LBR sampling and testing at 3 per mile
- Pavement core sampling and testing at 1 sample per 500 feet along the limits of the project
- Corrosion series testing of at least one sample per stratum per 1,000 feet

- Piezometer installations at 1 per 500 feet of roadway alignment to provide information for SHGWL determinations
- SPT borings for retaining wall structures at a spacing of 150 feet along the limits of the wall (~2500 feet)

Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CITY and CONSULTANT scheduled activities, including all anticipated meetings (which will involve the CITY and other government entities requiring approvals and all project stakeholders) required to meet the current project completion schedule, as determined by the CITY.

PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity for the described work to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate to match the scope of work and/or milestones of the project.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the FDOT Standard Specifications for Road and Bridge Construction and as applicable to CITY standards.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall identify and attend all meetings anticipated for this project, and whom all the Stakeholders and Agency meetings will be with that are necessary to execute the Scope of Services of this contract, and document all project meetings in the project folder, to be turned over to the CITY at the conclusion of the project. Quality Assurance/Quality Control: It is the intention of the CITY that the design CONSULTANT, including their subconsultant(s), are held responsible for their work, including plans review. It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CITY's Designated Project Manager, or Liaison, to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

Project General Tasks

Project General Tasks, as described below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT.

Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations the information regarding the development of the project. The CITY shall determine all interested parties and be responsible for all Public Involvement documents except for PowerPoint presentations for the City Council and public meetings.

Driveway Modification Letters

The CONSULTANT shall prepare a sketch of each proposed driveway modification for inclusion in letters mailed by the CITY.

3.1 PowerPoint Presentations

The CONSULTANT shall prepare PowerPoint presentations for use in public meetings.

3.2 Public Meeting Preparations

The CITY shall prepare the necessary materials for use in public meetings. The CITY shall coordinate the public meeting site and all notifications. The CONSULTANT shall provide two public meeting attendees and one Spanish speaking staff member for interpretation.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package in accordance with the CITY's standard format for contract document preparation for bidding.

3.4 Post Design Services (Negotiated at a later date)

4a. ROADWAY ANALYSIS

The CONSULTANT shall analyze and document the below Roadway Tasks in accordance with all governing applicable manuals, guidelines, standards, handbooks, and procedures.

4a.1 Pavement Design

The CONSULTANT shall provide a Pavement Design and all supporting geotechnical data to the CITY prior to the first plans submittal.

4a.2 Horizontal/Vertical Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, and access management. The CONSULTANT shall also develop utility conflict information in the format requested by the CITY and shall review all Utility Work Schedules.

4a.3 Access Management (n/a)

4a.4 Roundabout Evaluation

The CONSULTANT shall analyze and document a roundabout at the intersection of East Terry Street at Pinecrest Lane and East Terry Street at Morton Avenue, in accordance with all applicable governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall perform a Roundabout Screenings for assessment of potential site impacts such as utility adjustments or relocations, right-of-way takes, environmental mitigation, and access management.

The CONSULTANT shall perform a Geometric and Operation Analysis to establish the roundabout alignment, geometry and lane requirements. Roundabout geometric and operational analysis must be documented in a preliminary report.

4a.5 Roundabout Final Design Analysis

The CONSULTANT shall finalize the design of up to two roundabouts in accordance with all applicable governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall perform a final roundabout operational analysis that recommends a functional geometric layout that is cost effective, safe, and meets the needs of the community. A final roundabout design will be recommended for implementation, and all geometric and operational analysis will be documented.

4a.6 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files for this project.

4a.7 Traffic Control Analysis & TCP Design/Plans

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways, as directed by the CITY, ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling, if required. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CITY's Project Manager, or designated Liaison, as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration, and other eventualities.

4a.8 Design Variations/Exceptions & Report

If a design variance or exception is required, the CONSULTANT shall prepare the documentation necessary to gain the approval, from the governing authority/agency, of all appropriate Design Variations and/or Design Exceptions, and the report, with all supporting documentation, before the first submittal.

4a.9 Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required. Quantities will be examined at each level of plan submittals and adjusted accordingly.

4a.10 Cost Estimate

The CONSULTANT shall develop accurate cost estimates, including supporting documentation, and the estimates shall be examined at each level of plan submittals, and adjusted accordingly.

4a.11 Technical Special Provisions

The CONSULTANT shall identify non-standard construction pay items at the initial plans submittal and evaluate constructability with the CITY. As the project advances through other levels of development and submittals, any technical special provisions shall be updated accordingly.

4a.12 Selective Clearing and Grubbing – N/A

4a.13 Tree Disposition Plan – N/A

4a.14 Design Variations and Exceptions

The CONSULTANT shall prepare up to three design variations for the City's review and approval. Variations are anticipated for median width in Segment 1, shoulder width on the existing bridge over I-75, and shoulder width in Segment 3.

4b ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 4b.1 Key Sheet
- 4b.2 Summary of Pay Items Including Quantity Input
- 4b.3 Typical Section Sheets
- 4b.4 General Notes/Pay Item Notes
- 4b.5 Summary of Quantities Sheets
- 4b.6 Project Layout/Control Sheet
- 4b.7 Plan/Profile Sheet
- 4b.8 Intersection Layout Details
- 4b.9 Special Details
- 4b.10 Roadway Soil Survey Sheet(s)[as provided by the Geotechnical Engineer]
- 4b.11 Cross Sections
- 4b.12 Temporary Traffic Control Plan (TCP) Sheets
- 4b.13 Utility Adjustment Sheets

5a. DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies. The CONSULTANT is also responsible for any temporary and permanent drainage systems. The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the CITY's staff. The work will include the engineering analyses for any or all of the following:

5a.1 Drainage Map Hydrology

Accurately delineate drainage basin boundaries to be used in defining the system hydrology. Basin delineation shall incorporate existing survey and/or shall be supplemented as necessary, with other appropriate data sources, (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

5a.2 Base Clearance

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in the drainage documentation.

5a.3 Stormwater Management Facility and Flooding Analysis

Prepare a series of analyses for stormwater management and flooding areas along the corridor including:

- 1) Center Avenue
- 2) Imperial Parkway to I-75
- 3) Morton Grove
- 4) Bonita Grande Drive

These analyses shall be submitted to the City in a single technical memorandum.

5a.4 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

5a.5 Design of Ditches

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drainpipes, and documentation.

5a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) (n/a)

5a.7 Design of Storm Drains

Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict, and if necessary, minor losses). Determine design tail-water, and if necessary, outlet scour protection.

5a.8 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions. Also document the entire system, and propose any division of the system, and interdependencies that may be appropriate, as directed by the CITY.

5a.9 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the roadway and maintain existing offsite drainage during all construction phases. Provide documentation.

5b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 5b.1 Drainage Map
- 5b.2 Bridge Hydraulics Recommendation Sheet (n/a)
- 5b.3 Drainage Structures Sheets
- 5b.4 Miscellaneous Drainage Detail Sheets
- 5b.5 Existing and/or Proposed Retention/Detention Pond Detail Sheet(s) (n/a)
- 5b.6 Pond Cross Sections (n/a)
- 5b.7 Erosion Control Plan Sheet(s)
- 5b.8 Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)

UTILITIES

The CONSULTANT shall identify utility facilities and secure utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

6.1 Kick-off Meeting

Prior to utility contact the CONSULTANT will meet with and verify communication protocols with the CITY

6.2 Identify Existing Utility Agency Owner(s) [UAO]

The CONSULTANT shall identify utility operators within, and adjacent to the project limits that may be impacted by the project.

6.3 Make Utility Contacts

The CONSULTANT shall send letters and electronic plans via email to each utility and copy the CITY and/or their Utility Coordination Representative. Include contacts by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. If a conflict is identified, the CITY will be notified promptly for further coordination with the CONSULTANT. Include the project design schedule. The number of contacts and at what design stage will be negotiated when staff-hours are established.

6.4 Individual/Field Meetings

The CONSULTANT shall work and each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules.

6.5 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the CITY.

6.6 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights, if necessary, from the CITY's Attorney Office, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to assist the UAO(s) in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAO(s) to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO(s). The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 5 days.

6.7 Review Utility Markups & Work Schedules and Processing of Schedules

The CONSULTANT shall review utility marked up plans and work schedules, as they are received for content, and coordinate the review with the designer. Send color markups and schedules to the appropriate CITY representative for review and comment.

6.8 Utility Coordination / Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

6.9 Certification/Close-Out

Certification to CITY that all coordination efforts have been completed in accordance with the Scope. Ensure that all documentation of negotiations have been delivered.

6.10 Other Utility Services

The CONSULTANT shall provide other utility services. This includes all efforts for a utility task not covered by an existing defined task. Required work will be defined in the requested scope and negotiated on a case-by-case basis.

7 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The CONSULTANT shall notify the CITY Project Manager, or his designated Representative, Environmental Permit Coordinator, and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy the CITY on all environmental permit related correspondence and meetings.

7.1 Preliminary Project Research

The CITY will provide any and all existing environmental documentation from previous studies, and the CONSULTANT shall perform other supplemental project research as required and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include a review of the previous documents, and any other material researched and collected by the CONSULTANT.

7.2 Field Work

7.2.1 Establish Wetland Jurisdictional Lines and Assessments:

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and other surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct the project. Findings will be documented in an Environmental Resource Narrative document and shown in the project's construction plans as appropriate to support state permit applications. At this time, environmental permitting agencies are anticipated to include the South Florida Water Management District and Florida Department of Environmental Protection.

7.2.2 Species Surveys:

The CONSULTANT shall conduct wildlife surveys as defined by rules or regulations of any permitting authority that is processing a permit. Findings will be documented in an Environmental Resource Narrative document as appropriate to support state permit applications.

7.3 Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland data identified, and coordinating regulatory agency field reviews, including finalization of wetland assessments and jurisdictional determinations with applicable agencies. At this time, environmental permitting agencies are anticipated to include the South Florida Water Management District and Florida Department of Environmental Protection.

7.4 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit application packages as required for this project. The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct the project. SFWMD Environmental Resource Permit and FDEP State Section 404 Wetland Dredge/Fill permits are anticipated. This scope does not include USACE coordination for a Federal Clean Water Act Section 404 Wetland Dredge and Fill permit. The CONSULTANT shall prepare each permit application for CITY approval, and signature, as the Owner for the project, in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as required for the project, and the CITY will be responsible for payment of all permit fees as identified, and required by the CONSULTANT, in coordination with the governing permitting agencies.

If wetland impacts cannot be avoided, the CONSULTANT shall prepare a mitigation plan to be included as a part of the Environmental Resource Permit. At this time, the purchase of commercially available wetland mitigation bank credits is anticipated to fulfill project mitigation needs. The CONSULTANT shall coordinate with mitigation banks which can provide the appropriate mitigation credits needed for the project. Once a mitigation bank is selected, the CITY will sign an agreement with the selected mitigation bank and the CITY will provide payment to the mitigation bank to purchase the necessary mitigation credits.

7.5 Cultural Resource Assessment Survey:

The CONSULTANT shall implement a Cultural Resources study identifying and analyzing the impacts to all cultural resources (archaeological sites and historic resources) by all proposed alternatives including viable ponds, within the project Area of Potential Effects (APE). All work shall be done in compliance with the *National Historic Preservation Act* of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Part 2, Chapter 8 ("Archaeological and Historical Resources") of the Florida Department of Transportation's *Project Development and Environment (PD&E) Manual* and Chapter 267.061, Florida Statutes.

Field Work – As part of the Cultural Resource Assessment Survey (CRAS), the archaeological survey will include a visual reconnaissance and subsurface testing and the appropriate number of test pits will be excavated. If any previously unidentified historic or prehistoric archaeological sites are located, a Florida Master Site File (FMSF) form will be prepared. If additional evidence of previously recorded archaeological sites is found, the FMSF form will be updated. In addition, the CONSULTANT will conduct an historical/architectural field survey to identify all historic resources within the APE, both previously recorded and newly identified (45 to 50 years older [depending upon the length of time anticipated before construction]). A FMSF form shall be prepared for all newly identified historic resources and an updated form will be prepared for previously recorded resources that have not been evaluated by the State Historic Preservation Officer (SHPO) or that have been substantially altered since they were recorded. Enough data shall be collected to document the significance of each in terms of eligibility for listing in the NRHP.

Documentation – The CONSULTANT will prepare a CRAS Report with appropriate documentation detailing the results of the survey and final assessments of resource significance, including a FMSF form for all newly identified and updated previously recorded resources. In addition, the CONSULTANT will prepare a Preliminary Pond Desktop and a Preferred Pond Addendum. The Preferred Pond Addendum will be included in the CRAS appendix. If any NRHP-eligible or NRHP-listed properties are identified within the APE, then additional documents may be required, such as a Section 106 Case Study, to document the proposed alignments and effects on the historic resource(s).

7.6 Contamination Impact Analysis

The CONSULTANT shall provide a Level I Contamination Screening Evaluation (CSER) as described in Part 2, Chapter 20, of the PD&E Manual for the mainline corridor and two drainage sites. The CONSULTANT shall take color photographs of the contamination concerns within and near the corridor, including drainage sites, and color reproduce them in the CSER. Risk ratings of High, medium, Low or No will be assigned for each contamination site and drainage sites based on the results of the evaluation. For High and Medium rated sites recommendations for Level II testing will be included in the CSER. Level II contamination testing is not included as part of this scope and will be addressed under future efforts as determined by the Level 1 effort.

7.7 NEPA Compliance (n/a)

8 STRUCTURES

The CONSULTANT shall prepare plans for Bridge Retrofit at E. Terry St. over I-75 to accommodate multimodal features and 2,500 LF of Retaining Wall(s) to support a new path.

8a - General Requirements

8.1 Key Sheet/Index Sheet/Signature Sheet

8.2 General Notes Sheet

8b – Medium Span Concrete Bridge – E. Terry St. Over I-75

8.3 Bridge Load Rating

8.4 Design for Modified Railings (Intermediate single slope barrier with dowels and fence on existing)

8.5 Plan Details for Modified Barriers

8.6 Aesthetic Fence and Barrier Plans with Gateway sign and color pigments/form liners

8.7 Load Rating Sheet

8d – Retaining Wall Along E. Terry St. To Support Sidewalk

8.8 Horizontal Wall Geometry

8.9 Vertical Wall Geometry

8.10 Wall Plan and Elevation Control Sheets

8.11 Cross Section and Details

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as required for the project.

8e - Concrete Box Culvert – One non-bridge qualifying box culvert along E. Terry St. Shall be designed and plans developed by the CONSULTANT.

8.12 Concrete Box Culverts

8.13 Concrete Box Culverts Data Table Plan Sheets and Reinforcing Bar List Sheet

9 SIGNING AND PAVEMENT MARKING

9.1 Signing and Pavement Markings Analysis:

CONSULTANT shall conduct sign inventory to document existing signage, develop signing and pavement marking design file and design activities required to prepare the Signing and Pavement Markings Design and Plans Preparation for this project.

9.2 Signing and Pavement Markings Design and Plans:

CONSULTANT shall prepare construction plans for signing and pavement markings. Plan sheets will be prepared based on the City of Bonita Springs Design and Construction Standards, MUTCD, and the FDOT Design Manual (FDM) when City standards are not available. The limits of the project are along the E. Terry Street corridor, between Imperial Parkway and Bonita Grande Drive. The Plans shall include the following:

- Key/Cover Sheet
- Summary of Quantities
- General Notes
- Details
- Plan Sheets
- Guide Sign Work Sheets

9.3 Deliverables:

Deliverables: 30%, 60%, 90%, and Final (100%) signing and pavement marking plans will be provided to the City of Bonita Springs for approval at each milestone submission.

9.4 Cost Estimate

At the 90%, and 100% (Final) stages, CONSULTANT shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction costs shall be submitted for the City's review at the 90% and 100% (Final) stages.

10 SIGNALIZATION

10.1 Signalization: (N/A)

10.2 RRFBs:

CONSULTANT shall conduct preliminary engineering and design activities required to prepare RRFBs at the two proposed roundabout locations. The RRFB design will be prepared in conformance with County and State standards for traffic signal design and will be formatted in accordance with the County.

10.3 RRFBs Design and Plans:

RRFB Design and Plans: CONSULTANT shall prepare construction plans for RRFBs at the proposed roundabout locations. The RRFB design will be prepared in conformance with County and State standards for traffic signal design and will be formatted in accordance with the County.

The Plans shall include the following:

- Key/Cover Sheet
- Summary of Quantities
- General Notes
- Details
- Plan Sheets
- Guide Sign Work Sheets

10.4 Deliverables:

30%, 60%, 90%, and Final (100%) signal plans will be provided to the City of Bonita Springs for approval at each milestone submission.

10.45 Cost Estimate

At the 90%, and 100% (Final) stages, CONSULTANT shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction costs shall be submitted for the City's review at the 90% and 100% (Final) stages.

11 LIGHTING

11.1 Lighting Analysis:

CONSULTANT shall conduct preliminary engineering and design activities required to prepare the Lighting Design and Plans Preparation for this project. Analysis will be conducted to ensure appropriate illuminance for roadway and pedestrian crossings from Imperial Parkway to the eastside of the proposed roundabout at Morton Avenue. This will include horizontal and vertical illuminance in accordance with FDOT Standard Plans as well as FOOT Design Manual, Section 231 Lighting. Lighting analysis will be conducted using Agi32 software.

11.2 Lighting Design Report

CONSULTANT shall prepare a Lighting Design Analysis Report in accordance with the design criteria of the FDOT Standard Plans as well as FDOT Design Manual, Section 231 Lighting.

11.3 Lighting Design and Plans

Lighting Design and Plans: CONSULTANT shall prepare construction plans for roadway and pedestrian crossings from Imperial Parkway to the eastside of the proposed roundabout at Morton Avenue. Plan sheets will be prepared based on the City of Bonita Springs Design and Construction Standards, and FDOT Design Manual, Section 231 Lighting. This task will include electrical power supply and circuit design. CONSULTANT shall include design considerations in the lighting plans to incorporate up to two (2) electrical power supplies within the project limits. We will coordinate locations with Florida Power & Light (FP&L). The Plans shall include the following:

- Key/Cover Sheet
- Summary of Quantities
- General Notes
- Details
- Plan Sheets

11.4 Deliverables

Lighting Design Analysis Report at 60%, 30%, 60%, 90%, and Final (100%) Lighting Plan will be provided to the City of Bonita Springs for approval at each milestone submission.

11.5 Cost Estimate

At the 90%, and 100% (Final) stages, CONSULTANT shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction costs shall be submitted for the City's review at the 90% and 100% (Final) stages.

11.6 Technical Special Provisions

The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

11.7 Key Sheet

11.8 Summary of Pay Item Sheet 24.3

11.9 Tabulation of Quantities

11.10 General Notes/Pay Item Notes

11.11 Pole Data, Legend & Criteria

11.12 Service Point Details

11.13 Project Layout

11.14 Plan Sheet

11.15 Special Details

11.16 Temporary Lighting Data and Details (shall be referenced to TCP)

12 LANDSCAPE ARCHITECTURE

The CONSULTANT shall analyze and document Landscape Architecture Tasks in accordance with all applicable and governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Proposed landscaping is included along East Terry Street from Imperial Parkway to Bonita Grande Drive.

12.1 Data Collection

All research required to collect data necessary to complete the initial design analysis. Includes identifying local ordinances and collection of other project data.

12.2 Site Inventory and Analysis for Proposed Landscape

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions. Identify available planting areas for nursery landscape material.

15.2a Tree Disposition Plans

CONSULTANT will prepare a Tree Disposition Plan outlining the requirements for the removal, relocation, and remaining trees located within the project boundaries. The CONSULTANT will utilize the information collected from the Vegetation Survey and other available information. Also note, there is significant landscaping, as installed by the CITY, and in areas along the corridor. The tree disposition plan should account for the trees in these areas, as well, that may be impacted by the proposed roadway improvements, and what plans are required to determine their location for transplanting. The City of Bonita Springs shall provide the previously approved permitted landscape and irrigation plans for use by the Consultant.

12.3 Planting Design

Conceptual Design: Includes delineation of all proposed planting types, scheme development and preliminary costs and reports. The design shall be submitted with the Preliminary plans (30% plan submittal).

Final Design: Includes identifying the species/type, size, location, spacing, and quality of all plants.

12.4 Irrigation Design

Feasibility Report: Includes analysis of methods, materials and operation costs associated with proposed irrigation system design, including any required electrification to operate the system.

Final Design: Irrigation Design includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, and backflow and control devices.

12.5 Hardscape Design

Conceptual design (30% submittal) - scheme development and preliminary costs: Delineation of areas and elements to be included in design. Select cut sheets, prepare image boards. Includes report, if required.

Final Design: Hardscape Design includes, but is not limited to, sidewalks, plazas, Steps, Fountains, Walls, Pedestrian bridges, non-regulatory signs or project graphics, roadway aesthetics, site furnishings.

12.6 Plan Summary Boxes

12.7 Cost Estimates

12.8 Technical Special Provisions

The CONSULTANT shall prepare a set of Landscape Plans which includes the following.

12.9 Key Sheet

12.10 Tabulation of Quantities

12.11 General Notes

12.12 Tree and Vegetation Inventory, Protection and Relocation Plans

12.13 Planting Plans for Linear Roadway Projects

12.14 Planting Details and Notes

12.15 Irrigation Plans for Linear Roadway Project

12.16 Irrigation Details and Notes

12.17 Hardscape Plans

12.18 Hardscape Details and Notes

12.19 Landscape Maintenance Plan

The CONSULTANT shall include a written plan for care and maintenance of the plants and beds, hardscape, and irrigation system after the warranty period.

The landscape maintenance plan will be developed in performance-based language and will be in coordination with the CITY and the FDOT, as well as Lee County, as applicable, and who assumes the maintenance obligation.

13 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable governing statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY.

13.1 Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control in the North American Datum of 1983, 2011 adjustment, Florida State Plane Coordinate System, West Zone, U.S Survey Feet..

13.2 Vertical Project Control (VPC)

Establish project vertical control. All vertical control and survey data will be referenced to the North American Vertical Datum of 1988.

13.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and existing R/W lines, platted or dedicated rights of way.

CONSULTANT will contract with an outside company to provide title searches for all properties along the project corridor. This information shall be included in the design survey electronic file. The final deliverable will be a Control & Right-of-way Survey.

13.4 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports. Placement of the targets will be at the discretion of the aerial firm.

13.5 Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

13.6 Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

13.7 Planimetric (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. This data will be included and submitted in a final digital CAD file accompanied by a Surveyor's Report.

13.8 Underground Utilities

CONSULTANT will complete a SUE investigation in general accordance with ASCE Standard 38-02: Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. CONSULTANT will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

1. SUE Investigation – Office

- a. Records research through customary means.
 - i. Identify utilities anticipated to exist within the project limits.
 - ii. Contact utility owners and request records and documents to ascertain the existence and record location of their utilities.
 - iii. Document responses and compile record information
- b. Mapping
 - i. All field obtained data will be mapped in CADD.
 - ii. Lines will be identified to represent each utility designated and the expected quality level.

2. Sue Investigation – Field

- a. SUE Investigation – Field

- i. Documented conductive utilities - Designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
- ii. Documented non-conductive utilities - Investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D. Non-conductive utilities, other than electric, with ready access allowing Sonde, metal tape or detection rod insertion and tracking will be investigated with the objective of achieving Quality Level B.
- iii. Undocumented utilities - Those utilities that may exist in the project area that have not been previously identified, are not discovered during Records Research, and for which there is no prior knowledge. CONSULTANT will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work does not guarantee that all utilities will be found and depicted.
- iv. Test holes (Quality Level "A") – For the purpose of determining size, type and location of existing utility, as necessary for final 3-dimensional verification, up to ten (10) test holes will be performed. Additionally, vacuum excavation will be provided for "clearing" six signal foundations. A "clearing" consist of five test holes each. It is assumed that all test holes are located outside of the roadway and will not require additional permits or MOT.

3. Survey of SUE Investigation

- a. All utility designations and test holes will be surveyed and submitted in a final Subsurface Utility digital CAD file accompanied by a Surveyor's Report. All CAD line work will be submitted as 2-D.

4. SUE Exclusions - The following utilities and / or components will not be surveyed or investigated:

- Service lines
- Traffic control
- Streetlight and signage wiring
- Irrigation lines
- Cathodic protection
- Thrust blocks
- Septic systems
- Underground storage tanks, piping and wiring
- SCADA/IT/Data systems
- Construction related and other temporary facilities
- Electronic depths

SUE Limitation & Standard of Care

Subsurface Utility Engineering is a professional practice defined by the American Society of Civil Engineers (ASCE.) CONSULTANT conducts utility investigations in general accordance with ASCE 38: Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Identifying and mapping underground utilities is a result of gathering evidence from various sources and exact utility locations are not confirmed unless visually exposed and surveyed, and then only at those specific exposed locations. CONSULTANT will meet the prevailing standard of care for services provided and does not guarantee that all utilities can or will be identified, detected or precisely mapped. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

13.9 Outfall Survey

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a DTM. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

13.10 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

13.11 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

13.12 Pond Site Survey

This task includes two stormwater management ponds in Segment One.

13.13 Mitigation Survey

Survey wetland flagging as established by others. All wetland locations will be mapped.

13.14 Geotechnical Support

Perform 3-dimensional (XYZ) field location, or stakeout of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

14 GEOTECHNICAL

The CONSULTANT shall be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with applicable governing standards. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

14.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of the final plans.

Obtain pavement cores samples of all project roadways, and as directed by the Roadway Project Manager.

14.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with the CITY's Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the CITY for approval prior to commencing with the boring program.

14.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

14.4 Muck Probing

Probe standing water and surficial muck in a detailed pattern sufficient for determining removal limits to be shown in the Plans.

14.5 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Index 102-600 series.

14.6 Drilling Access Permits

Obtain Lee County test boring permit for two mast arm boring locations at Imperial Pkwy within Lee County ROW. No other drilling permits will be required.

14.7 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CITY's Project Manager, and as coordinated through the CONSULTANT.

14.8 Groundwater Monitoring

Monitor groundwater, using measurements at boring locations.

14.9 LBR / Resilient Modulus Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

14.10 Coordination of Field Work

Coordinate all fieldwork required to provide geotechnical data for the project.

14.11 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

14.12 Design LBR

Determine design LBR values from the 90% and mean methods and convert the Design LBR value to the Design Resilient Modulus.

14.13 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

14.14 Seasonal High-Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

14.15 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

14.16 Delineate Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

14.17 Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

14.18 Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

14.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e., removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geo-synthetics and properties for various applications, as required.

14.20 Final Report

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to Standard Index 120-001 and 120-002.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data
- sheets, sample embankment settlement and stability calculations, design LBR
- calculation/graphs, and other pertinent calculations.

14.21 Auger Boring Drafting

14.22 SPT Boring Drafting

Structures

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of the Final plans. Rock cores shall be retained, as directed.

14.23 Develop Detailed Boring Location Plan

Develop a detailed boring location plan.

14.24 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

14.25 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan, as required. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Index 102-600 series.

14.26 Drilling Access Permits

Obtain Lee County test boring permit for two mast arm boring locations at Imperial Pkwy within Lee County ROW. No other drilling permits will be required.

14.27 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CITY's Project Manager and as coordinated through the Consultant.

14.28 Coordination of Field Work

Coordinate all fieldwork required to provide geotechnical data for the project.

14.29 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

14.30 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

14.31 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

14.32 Walls

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements. Provide wall construction recommendations.

14.33 Design Soil Parameters for Signs, Signals, and Geotechnical Recommendations

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

14.34 Box Culvert Analysis (n/a)

14.35 Final Reports - Signals, Box Culvert, and Walls

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the governing agency specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the governing agency reviews and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans, and will include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format Two (2) sets of record prints
- Six sets of any special provisions
- All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the CITY, and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

14.36 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map.

OPTIONAL SERVICES

4. ROADWAY ANALYSIS

The CONSULTANT shall analyze and document the below Roadway Tasks in accordance with all governing applicable manuals, guidelines, standards, handbooks, and procedures.

4a.1 Pavement Design

The CONSULTANT shall provide a Pavement Design and all supporting geotechnical data to the CITY prior to the first plans submittal.

4a.2 Horizontal/Vertical Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, and access management. The CONSULTANT shall also develop utility conflict information in the format requested by the CITY and shall review all Utility Work Schedules.

4a.3 Access Management (n/a)

4a.4 Roundabout Evaluation (n/a)

4a.5 Roundabout Final Design Analysis (n/a)

4a.6 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files for this project.

4a.7 Traffic Control Analysis & TCP Design/Plans

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways, as directed by the CITY, ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling, if required. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the CITY's Project Manager, or designated Liaison, as soon as possible. Proposed road closings must be reviewed and approved by the CITY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration, and other eventualities.

4a.8 Design Variations/Exceptions & Report

If a design variance or exception is required, the CONSULTANT shall prepare the documentation necessary to gain the approval, from the governing authority/agency, of all appropriate Design Variations and/or Design Exceptions, and the report, with all supporting documentation, before the first submittal.

4a.9 Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required. Quantities will be examined at each level of plan submittals and adjusted accordingly.

4a.10 Cost Estimate

The CONSULTANT shall develop accurate cost estimates, including supporting documentation, and the estimates shall be examined at each level of plan submittals, and adjusted accordingly.

4a.11 Technical Special Provisions

The CONSULTANT shall identify non-standard construction pay items at the initial plans submittal and evaluate constructability with the CITY. As the project advances through other levels of development and submittals, any technical special provisions shall be updated accordingly.

4a.12 Selective Clearing and Grubbing – N/A

4a.13 Tree Disposition Plan – N/A

4a.14 Design Variations and Exceptions

The CONSULTANT shall prepare up to three design variations for the City's review and approval. Variations are anticipated for median width in Segment 1, shoulder width on the existing bridge over I-75, and shoulder width in Segment 3.

4b ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 4b.1 Key Sheet
- 4b.2 Summary of Pay Items Including Quantity Input
- 4b.3 Typical Section Sheets
- 4b.4 General Notes/Pay Item Notes
- 4b.5 Summary of Quantities Sheets
- 4b.6 Project Layout/Control Sheet
- 4b.7 Plan/Profile Sheet
- 4b.8 Intersection Layout Details
- 4b.9 Special Details
- 4b.10 Roadway Soil Survey Sheet(s)[as provided by the Geotechnical Engineer]
- 4b.11 Cross Sections
- 4b.12 Temporary Traffic Control Plan (TCP) Sheets
- 4b.13 Utility Adjustment Sheets

5. DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies. The CONSULTANT is also responsible for any temporary and permanent drainage systems. The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the CITY's staff. The work will include the engineering analyses for any or all of the following:

5a.1 Drainage Map Hydrology

Accurately delineate drainage basin boundaries to be used in defining the system hydrology. Basin delineation shall incorporate existing survey and/or shall be supplemented as necessary, with other appropriate data sources, (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with governing manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

5a.2 Base Clearance

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in the drainage documentation.

5a.3 Stormwater Management Facility and Flooding Analysis (n/a)

Included in Standard Services.

5a.4 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

5a.5 Design of Ditches

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drainpipes, and documentation.

5a.6 Design of Stormwater Management Facility (Offsite or Infield Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop any proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, etc.) perform routing, pollutant loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations, when necessary.

5a.7 Design of Storm Drains

Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict, and if necessary, minor losses). Determine design tail-water, and if necessary, outlet scour protection.

5a.8 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions. Also document the entire system, and propose any division of the system, and interdependencies that may be appropriate, as directed by the CITY.

5a.9 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the roadway and maintain existing offsite drainage during all construction phases. Provide documentation.

5b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 5b.1 Drainage Map
- 5b.2 Bridge Hydraulics Recommendation Sheet (n/a)
- 5b.3 Drainage Structures Sheets
- 5b.4 Miscellaneous Drainage Detail Sheets
- 5b.5 Existing and/or Proposed Retention/Detention Pond Detail Sheet(s) (Optional Services)
- 5b.6 Pond Cross Sections (Optional Services)
- 5b.7 Erosion Control Plan Sheet(s)
- 5b.8 Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)

8. STRUCTURES

The CONSULTANT shall prepare plans for Bridge Retrofit at E. Terry St. Over Leitner Creek

8c –Structural Steet Bridge – E. Terry St. Over Leitner Creek

- 3.1 Bridge Load Rating with Refined Analysis
- 3.2 Modified Raised Details Sheet
- 3.3 Load Rating Sheet

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as required for the project.

8e - Mast Arms – Anticipated for replacing the traffic signal at Mathesson Avenue and Imperial

Parkway

(OPTIONAL SERVICES)

- 14.37 Mast Arms
- 14.38 Mast Arms Data Table Plan Sheets

9. SIGNING AND PAVEMENT MARKING

9.1 Signing and Pavement Markings Analysis:

CONSULTANT shall conduct sign inventory to document existing signage, develop signing and pavement marking design file and design activities required to prepare the Signing and Pavement Markings Design and Plans Preparation for this project.

9.2 Signing and Pavement Markings Design and Plans:

CONSULTANT shall prepare construction plans for signing and pavement markings. Plan sheets will be prepared based on the City of Bonita Springs Design and Construction Standards, MUTCD, and the FDOT Design Manual (FDM) when City standards are not available. The limits of the project are along the E. Terry Street corridor, between Imperial Parkway and Bonita Grande Drive. The Plans shall include the following:

- Key/Cover Sheet
- Summary of Quantities
- General Notes
- Details
- Plan Sheets
- Guide Sign Work Sheets

9.3 Deliverables:

Deliverables: 30%, 60%, 90%, and Final (100%) signing and pavement marking plans will be provided to the City of Bonita Springs for approval at each milestone submission.

9.4 Cost Estimate

At the 90%, and 100% (Final) stages, CONSULTANT shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction costs shall be submitted for the City's review at the 90% and 100% (Final) stages.

9. SIGNALIZATION

9.1 Signalization:

Signal Modifications: CONSULTANT shall conduct preliminary engineering and design activities required to prepare the signal modifications at the intersections of Matheson Avenue and Imperial Parkway. Lane geometry modifications proposed with the roadway plans will require a realignment of the existing signal heads at Matheson Avenue and Imperial Parkway. County approval is anticipated to include upgrading to current standards. This task will include performing structure analysis on the existing mast arm structures. The signalization modification design will be prepared in conformance with County and State standards for traffic signal design and will be formatted in accordance with the County. Signal Modifications Design and Plans: CONSULTANT shall prepare construction plans for signal modifications at the intersections of Matheson Avenue and Imperial Parkway. The signalization modification design will be prepared in conformance with County and State standards for traffic signal design and will be formatted in accordance with the County. The Plans shall include the following:

- Key/Cover Sheet
- Summary of Quantities
- General Notes
- Details
- Plan Sheets
- Guide Sign Work Sheets

9.2 Deliverables:

30%, 60%, 90%, and Final (100%) signal plans will be provided to the City of Bonita Springs for approval at each milestone submission.

9.3 Cost Estimate

At the 90%, and 100% (Final) stages, CONSULTANT shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction costs shall be submitted for the City's review at the 90% and 100% (Final) stages.

10. LIGHTING

i. SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable governing statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the CITY.

a. Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control in the North American Datum of 1983, 2011 adjustment, Florida State Plane Coordinate System, West Zone, U.S Survey Feet..

b. Vertical Project Control (VPC)

Establish project vertical control. All vertical control and survey data will be referenced to the North American Vertical Datum of 1988.

c. Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and existing R/W lines, platted or dedicated rights of way.

CONSULTANT will contract with an outside company to provide title searches for all properties along the project corridor. This information shall be included in the design survey electronic file. The final deliverable will be a Control & Right-of-way Survey.

d. Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports. Placement of the targets will be at the discretion of the aerial firm.

e. Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

f. Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

g. Planimetric (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports. This data will be included and submitted in a final digital CAD file accompanied by a Surveyor's Report.

h. Underground Utilities

CONSULTANT will complete a SUE investigation in general accordance with ASCE Standard 38-02: Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. CONSULTANT will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

- i. SUE Investigation – Office
- ii. Records research through customary means.
- iii. Identify utilities anticipated to exist within the project limits.
- iv. Contact utility owners and request records and documents to ascertain the existence and record location of their utilities.
- v. Document responses and compile record information
- vi. Mapping
- vii. All field obtained data will be mapped in CADD.
- viii. Lines will be identified to represent each utility designated and the expected quality level.

- ix. Sue Investigation – Field
- x. SUE Investigation – Field
- xi. Documented conductive utilities - Designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
- xii. Documented non-conductive utilities - Investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D. Non-conductive utilities, other than electric, with ready access allowing Sonde, metal tape or detection rod insertion and tracking will be investigated with the objective of achieving Quality Level B.
- xiii. Undocumented utilities - Those utilities that may exist in the project area that have not been previously identified, are not discovered during Records Research, and for which there is no prior knowledge. CONSULTANT will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work does not guarantee that all utilities will be found and depicted.
- xiv. Test holes (Quality Level "A") – For the purpose of determining size, type and location of existing utility, as necessary for final 3-dimensional verification, up to ten (10) test holes will be performed. Additionally, vacuum excavation will be provided for "clearing" six signal foundations. A "clearing" consist of five test holes each. It is assumed that all test holes are located outside of the roadway and will not require additional permits or MOT.

- i. Survey of SUE Investigation
- j. All utility designations and test holes will be surveyed and submitted in a final Subsurface Utility digital CAD file accompanied by a Surveyor's Report. All CAD line work will be submitted as 2-D.

- k. SUE Exclusions - The following utilities and / or components will not be surveyed or investigated:
 - Service lines
 - Traffic control
 - Streetlight and signage wiring
 - Irrigation lines
 - Cathodic protection
 - Thrust blocks
 - Septic systems

- Underground storage tanks, piping and wiring
- SCADA/IT/Data systems
- Construction related and other temporary facilities
- Electronic depths

SUE Limitation & Standard of Care

Subsurface Utility Engineering is a professional practice defined by the American Society of Civil Engineers (ASCE.) CONSULTANT conducts utility investigations in general accordance with ASCE 38: Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Identifying and mapping underground utilities is a result of gathering evidence from various sources and exact utility locations are not confirmed unless visually exposed and surveyed, and then only at those specific exposed locations. CONSULTANT will meet the prevailing standard of care for services provided and does not guarantee that all utilities can or will be identified, detected or precisely mapped. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

l. Outfall Survey

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a DTM. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

m. Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

n. Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

o. Pond Site Survey

This task includes two stormwater management ponds in Segment One.

p. Mitigation Survey

Survey wetland flagging as established by others. All wetland locations will be mapped.

q. Geotechnical Support

Perform 3-dimensional (XYZ) field location, or stakeout of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

14. GEOTECHNICAL

The CONSULTANT shall be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with applicable governing standards. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

a. Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of the final plans.

Obtain pavement cores samples of all project roadways, and as directed by the Roadway Project Manager.

b. Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with the CITY's Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the CITY for approval prior to commencing with the boring program.

c. Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

- d. Muck Probing

Probe standing water and surficial muck in a detailed pattern sufficient for determining removal limits to be shown in the Plans.

- e. Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Index 102-600 series.

- f. Drilling Access Permits

Obtain Lee County test boring permit for two mast arm boring locations at Imperial Pkwy within Lee County ROW. No other drilling permits will be required.

- g. Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CITY's Project Manager, and as coordinated through the CONSULTANT.

- h. Groundwater Monitoring

Monitor groundwater, using measurements at boring locations.

- i. LBR / Resilient Modulus Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

- j. Coordination of Field Work

Coordinate all fieldwork required to provide geotechnical data for the project.

- k. Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

- l. Design LBR

Determine design LBR values from the 90% and mean methods and convert the Design LBR value to the Design Resilient Modulus.

- m. Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

- n. Seasonal High-Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

- o. Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

- p. Delineate Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

- q. Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

- r. Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

- s. Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e., removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geo-synthetics and properties for various applications, as required.

- t. Final Report

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to Standard Index 120-001 and 120-002.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- u. Auger Boring Drafting
- v. SPT Boring Drafting

Structures

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of the Final plans. Rock cores shall be retained, as directed.

- w. Develop Detailed Boring Location Plan

Develop a detailed boring location plan.

- x. Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

- y. Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan, as required. All work zone traffic control will be performed in accordance with the FDOT's Roadway and Traffic Design Standards Index 102-600 series.

- z. Drilling Access Permits

Obtain Lee County test boring permit for two mast arm boring locations at Imperial Pkwy within Lee County ROW. No other drilling permits will be required.

- aa. Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the CITY's Project Manager and as coordinated through the Consultant.

- bb. Coordination of Field Work

Coordinate all fieldwork required to provide geotechnical data for the project.

- cc. Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

- dd. Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

- ee. Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

- ff. Walls (n/a)

- gg. Design Soil Parameters for Signs, Signals, and Geotechnical Recommendations

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

- hh. Box Culvert Analysis (n/a)

- ii. Final Reports - Signs, Signals, Box Culvert, and Walls

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.

- Any special provisions required for construction that are not addressed in the governing agency specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the governing agency reviews and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans, and will include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format Two (2) sets of record prints
- Six sets of any special provisions
- All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the CITY, and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

jj. SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map.

EXHIBIT B

Compensation and Method of Payment Design Services - East Terry Street Stormwater & Multi-Use Pathway Project

Date: _____

Section 1 Basic Services/Task(s)

The City shall compensate the Consultant for providing and performing the task(s) set forth and enumerated in the Scope of Professional Services, as follows:

NOTE: A lump sum (LS) or not-to-exceed (NTE) amount of compensation to be paid the Consultant should be established and set forth below for each task or sub-task described and authorized in the Scope of Professional Services. Tasks to be paid on a work-in-progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
Task 1 & 2	Purpose and Description	\$0		
Task 3	Project Common & Project General Tasks	\$126,036.00	NTE	
Task 4	Roadway Analysis	\$583,029.00	NTE	
Task 5	Drainage	\$327,843.00	NTE	
Task 6	Utilities	\$ 61,507.00	NTE	
Task 7	Environmental Permits, Compliance and Clearances	\$113,669.14	NTE	
Task 8	Structures	\$ 84,565.02	NTE	
Task 9	Signing and Pavement Marking	\$ 54,980.00	NTE	
Task 10	Signalization	\$ 66,151.00	NTE	
Task 11	Lighting	\$ 65,320.00	NTE	
Task 12	Landscape Architecture	\$ 79,354.24	NTE	
Task 13	Survey	\$ 251,690.63	NTE	
Task 14	Geotechnical	\$ 85,068.61	NTE	
Optional				
Task 4	Roadway	\$158,309.00	NTE	
Task 5	Drainage	\$115,062.00	NTE	
Task 8	Structures	\$ 41,910.90	NTE	
Task 9	Signing and Pavement Marking	\$ 31,000.00	NTE	
Task 10	Signalization	\$ 65,860.00	NTE	
Task 11	Lighting	\$ 72,140.00	NTE	
Task 13	Survey	\$ 70,606.00	NTE	
Task 14	Geotechnical	\$ 44,245.00	NTE	
TOTAL				

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2
Design Services - East Terry Street Stormwater & Multi-Use Pathway Project

Consultant's Personnel Hourly Rate Schedule*

Date: _____

Should it be mutually agreed to base compensation for additional services on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained below.

CONSULTANT OR SUB-CONSULTANT NAME Rummel, Klepper & Kahl, LLP

(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged (Column 2x3)
N/A	N/A

*NOTE: A separate personnel hourly rate schedule should also be attached for each sub-consultant listed in Consultant's Associated Sub-Consultant(s) and Subcontractor(s).

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

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

EXHIBIT C

Time and Schedule of Performance Design Services - East Terry Street Stormwater & Multi-Use Pathway Project

Date: _____

This Exhibit establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in the Scope of Professional Services. The Time and Schedule of Performance set forth hereinafter is established pursuant to Time and Schedule of Performance.

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Task 3-14	East Terry Street Stormwater and Multi-Use Pathway Project		641

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s) Design Services - East Terry Street Stormwater & Multi-Use Pathway Project

Date: _____

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing services and work on this project:

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
	Archaeological Consultants, Inc.	Yes
	McMahon, a Bowman Company	Yes
	David M. Jones, Jr. and Associates, Inc.	Yes
	Florida Bridge and Transportation, Inc.	Yes
	T2 Utility Engineers, Inc.	Yes
	Test Lab, Inc.	Yes
	Tierra, Inc.	Yes

EXHIBIT E

Project Guidelines and Criteria Design Services - East Terry Street Stormwater & Multi-Use Pathway Project

Date: _____

The City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

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

Item No. 1

N/A

EXHIBIT F

Truth in Negotiation Certificate
Design Services - East Terry Street Stormwater & Multi-Use Pathway Project

Date: _____

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the Design Services - East Terry Street Stormwater & Multi-Use Pathway Project.

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

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

Executed on behalf of the Party to the Professional Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: Rummel, Klepper & Kahl, LLP

BY: _____

TITLE: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____,

by _____ who is personally known OR has produced _____
(Print or Type Name) (Type of Identification & Number)

as identification.

Notary Public Signature

Notary Commission Number/Expiration

EXHIBIT G

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ \$1,000,000 per occurrence, \$1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Consultant shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees to the extent caused by any negligent act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	☒ \$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☒ Professional Liability \$1,000,000 per claim and in the aggregate

☐ Railroad Right of Way	☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u> . They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements and other requirements such as payment for and scheduling Railroad Inspector / Flagman, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

EXHIBIT H

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Rummel, Klepper & Kahl, LLP
Company Name

DUNS Number

Signature

Date

Print Name and Title

Street Address

City, State, Zip

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT I

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **RFQ 23-20**, for **Design Services - East Terry Street Stormwater & Multi-Use Pathway Project**.
2. This sworn statement is submitted by Rummel, Klepper & Kahl, LLP whose business
[Name of entity submitting sworn statement]
address is _____ and (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: _____).
3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

[X] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- [] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- [] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- [] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- [] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

Typed Name of AFFIANT

STATE OF _____ COUNTY OF _____

produced _____ as identification.

(stamp)

Rev. 4-2020 – PSA-CCNA ADA

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____
Print Name

Date: _____

REQUESTED MOTION: Authorize Lee County Interlocal Agreement for the Lee Tran Ultra Bus Service.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: The City of Bonita Springs included in the FY2023-2024 budget funding for the Transit Service by Lee County.

STAFF RECOMMENDATION: Staff recommends approval of the Lee County Interlocal Agreement for Lee Tran Ultra Bus services. This maintains the on-demand bus service that the City has partnered with Lee County on. The service allows users to be picked up and dropped off door to door within the City as opposed to a fixed bus route.

ATTACHMENTS:

1. Interlocal Agreement for Transit Services by and between Lee County, Florida and the City of Bonita Springs, Florida

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

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

THIS INTERLOCAL AGREEMENT ("*Interlocal Agreement*") is made and entered into this _____ day of _____, 2024, by and 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**, a municipal corporation of the State of Florida (hereinafter referred to as "*City*"), acting by and through its **City Council**, the governing body thereof (collectively the "*Parties*" hereto).

RECITALS:

WHEREAS, both the County and City are duly empowered pursuant through Florida Statutes, in particular, §163.01, Florida Statutes, as amended, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and

WHEREAS, transit service provides an alternative mode of transportation to the City; and is an important step towards solving the traffic congestion problems in the City; and

WHEREAS, the County and City are working in partnership to ensure the successful transit service to the City; and

WHEREAS, the County and City find that entering into this Interlocal Agreement serves a public purpose and is to the benefit of the public.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: PURPOSE

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide a program for transit service to the citizens of Bonita Springs.

The Parties agree that the abovenamed County and City will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: OPERATION, SERVICE AREA AND FARES

- A. County will provide a vehicle suitable for demand response transit service.
- B. It is the intent that all transit services under this Interlocal Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this Interlocal Agreement and will notify the City if County-owned vehicles and/or personnel are unavailable to provide the services specified in this Interlocal Agreement.
- C. County will provide demand response curb-to-curb transit service to Bonita Springs and control the area as identified in Exhibit A; however, the transit vehicle will not travel into gated communities and residents of gated communities will need to board the service vehicle via the entrance sites of their communities. Service will operate from approximately 7:00 a.m. to 6:00 p.m., Monday through Sunday excluding Thanksgiving Day, Christmas Day, Memorial Day, Labor Day, Independence Day and New Year's Day. Service will be provided through a mobile application or by phone request on a first come first serve basis.
- D. County will control the City Route 600 as identified in Exhibit A. The North-South Route 600 from Lee County to Collier County will operate from approximately 5:55 a.m. to 7:55 p.m., Monday through Saturday, and 7:25 a.m. to 4:35 p.m. on Sunday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service is provided every 90 minutes on US 41 from Coconut Point Mall in Bonita Springs to Old 41 to Bonita Beach Road to US 41 South to Immokalee Road in Naples. The route connects to Route 240 at Coconut Point Mall. Route 240 provides connections to the rest of the County throughout the day.
- E. County will provide door-to-door ADA Paratransit service within the area designated in Exhibit A. ADA service is not available north of Immokalee Road within Collier County.
- F. All fare changes to passengers along the designated route will be based upon the County's current fare structure.
- G. Nothing herein shall limit County from adopting or amending fares and related rules applicable to the services provided by the County.

SECTION THREE: RIGHTS AND RESPONSIBILITIES

- A. County will provide vehicles necessary to service the County/City area identified in Exhibit A.
- B. County will be responsible for all fuel, maintenance, repairs, and insurance of the vehicles and its operators while the County/City service is being provided.

- C. County will be responsible for maintaining all bus stops, shelters, benches and related amenities including trash collection, along the any designated bus route 600 within Bonita Springs. Parties will coordinate with each other to monitor the appearance of said amenities.

SECTION FOUR: PROMOTION OF TRANSIT SERVICES

- A. County shall provide marketing efforts throughout the County and the City for the purpose of actively promoting use of transit related service on vehicles and at bus stops.
- B. Selling of advertising on the buses and vehicles shall be the right and responsibility of the County and any advertising revenues shall accrue to the County.

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 \$592,863.46 and will be billed quarterly to the City in advance of service, commencing on January 30, 2024, and due within thirty (30) days. The cost breakdown is specified in Exhibit B. The cost will be recalculated if additional vehicles are needed or requested 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.

SECTION SIX: MONITORING AND AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the City or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Parties offices.

SECTION SEVEN: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

- A. All modifications or amendments to this Interlocal Agreement must be in writing signed by both Parties with the same formality as that contained herein.
- B. If both Parties agree, any disputes arising from this Interlocal Agreement which cannot be resolved by the Parties may be settled through voluntary mediation.

The Parties may also utilize any other legal remedies available under Florida law to either Party with respect to the disputed matters.

- C. Either Party may terminate this Interlocal Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation. In the event of termination, the City will be responsible for paying any costs per this Interlocal Agreement incurred up to the date of termination.

SECTION EIGHT: LIABILITY

The Parties agree that by execution of the Interlocal Agreement no Party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for in §768.28, Florida Statutes, as it may be revised or amended from time to time.

SECTION NINE: NOTICES

All notices to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit with Federal Express, or any other nationally recognized carrier, and shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34145

For the County: Transit Director
LeeTran
3401 Metro Parkway
Fort Myers, FL 33901

SECTION TEN: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on January 30, 2024, and continue through January 29, 2025. If said execution of Interlocal Agreement occurs after January 30, 2024, it shall become retroactive with all terms and conditions having the effective date of January 30, 2024.

SECTION ELEVEN: SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby, and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

SECTION TWELVE: FILING

This Interlocal Agreement and any subsequent amendments shall be filed with the

Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

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

ATTEST:
MIKE SHEFFIELD

CITY OF BONITA SPRINGS

City Clerk

Rick Steinmeyer, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF BONITA
SPRINGS ONLY:

Derek Rooney, City Attorney

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Lee County Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY:

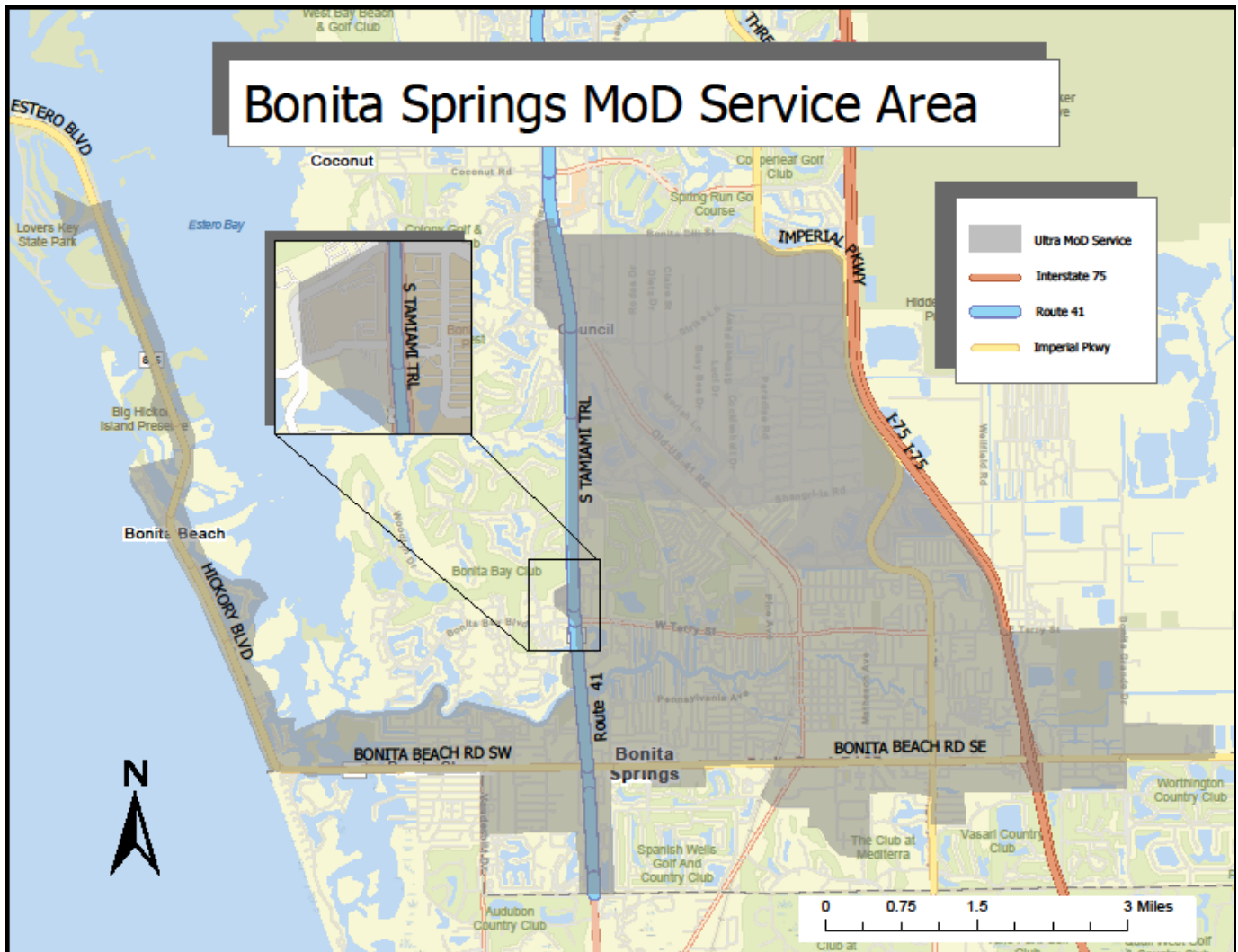
BY: _____
Lee County Attorney's Office

Attachments:

Exhibit A – MOD Service Area and $\frac{3}{4}$ Mile Paratransit Service Area

Exhibit B - Cost of Service

Exhibit A



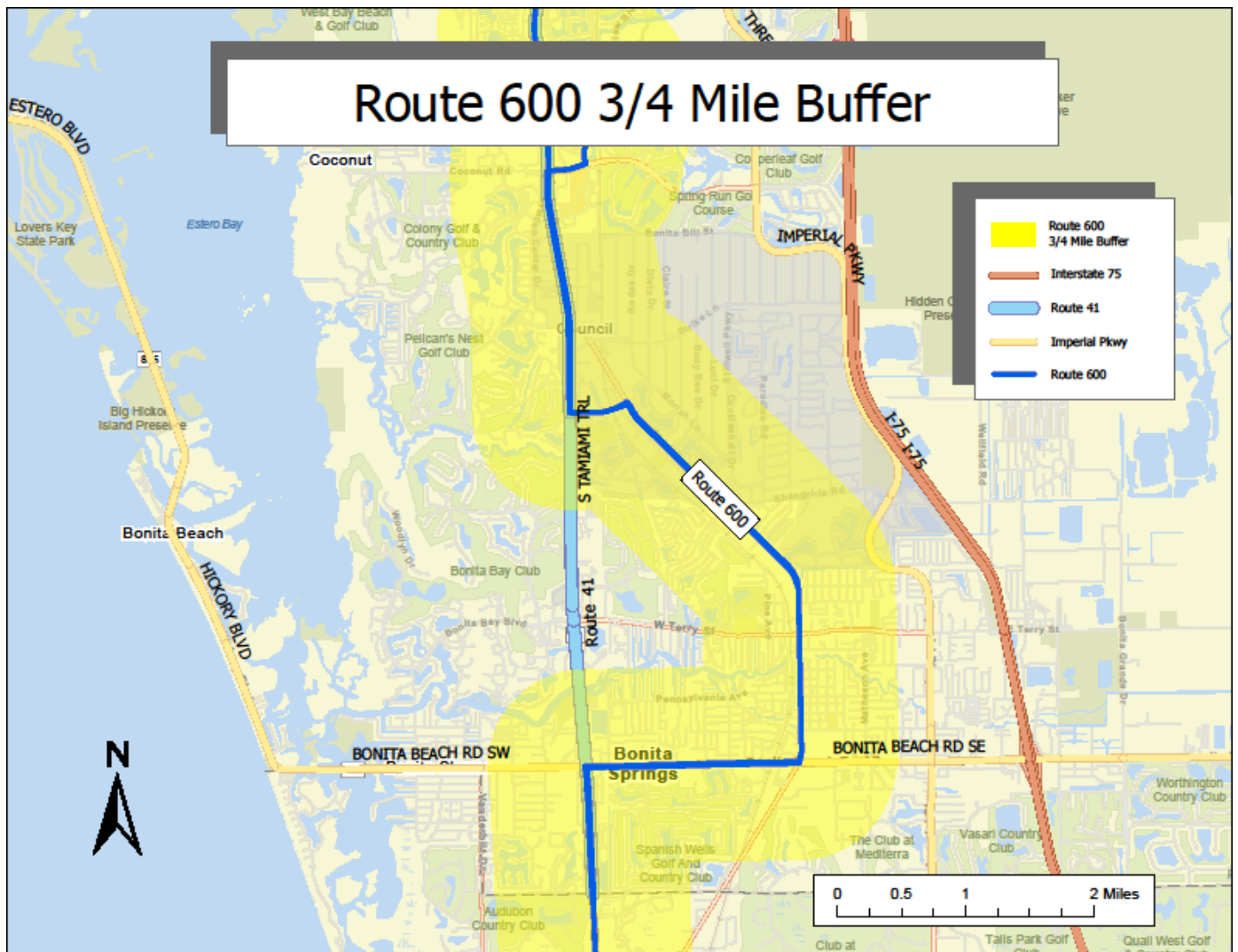


Exhibit B

FY24 Bonita Springs Demand Response Transit									
Monday through Sunday Service									
	Cost Per Hour		Hours Mon-Sun	Days Mon-Sun	Annual Hours	Cost Per Mile		Daily Revenue Miles	Total Cost
Vehicle 1									
Bonita Springs	\$	59.2000	2.32	359	833.06	\$	1.6100	12,175.49	\$ 68,919.65
Lee County	\$	59.2000	10.68	359	3,833.94	\$	1.6100	56,034.52	\$ 317,184.85
SUB-TOTAL	\$	59.2000	13.00	359	4,667	\$	1.6100	68,210	\$ 386,104.50
Vehicle 2									
Bonita Springs	\$	59.2000	2.32	359	833.06	\$	1.6100	12,175.49	\$ 68,919.65
Lee County	\$	59.2000	10.68	359	3,833.94	\$	1.6100	56,034.52	\$ 317,184.85
SUB-TOTAL	\$	59.2000	13.00	359	4,667	\$	1.6100	68,210	\$ 386,104.50
Vehicle 3									
Bonita Springs	\$	59.2000	2.32	359	833.06	\$	1.6100	12,175.49	\$ 68,919.65
Lee County	\$	59.2000	10.68	359	3,833.94	\$	1.6100	56,034.52	\$ 317,184.85
SUB-TOTAL	\$	59.2000	13.00	359	4,667	\$	1.6100	68,210	\$ 386,104.50
Vehicle 4									
Bonita Springs	\$	59.2000	13.00	359	4,667.00	\$	1.6100	68,210.00	\$ 386,104.50
Lee County	\$	59.2000	0.00	359	-	\$	1.6100	56,034.52	\$ -
SUB-TOTAL	\$	59.2000	13.00	359	4,667	\$	1.6100	68,210	\$ 386,104.50
TOTAL Vehicles									
								-	\$ 1,544,418.00
Contributing Share									
Bonita Springs								\$ 592,863.46	
Lee County								\$ 951,554.54	
Mon through Sun service excluding 6 holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas)									
* Figures based on Full Cost Allocation Model FY24 with 3% CPI and includes deadhead time to route									

REQUESTED MOTION: Approve a special event application for the Tabernaculo de Alabanza – Celebrando la Navidad on Sunday, December 17, 2023 with a five minute firework finale presented by LaserNet.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND: Tabernaculo de Alabanza has hosted events in the park for two years. This year, they are requesting approval for a five-minute fireworks finale at the event on December 17, 2023. The five-minute display will be launched from behind the Riverside Park bandshell. They plan to coordinate with LaserNet to host the display. The Bonita Springs Fire Control and Rescue District has reviewed the plans for the brief finale display. The applicant also received LCSO sign off on the event. The sign off sheet is attached.

STAFF RECOMMENDATION: Approve a special event application for the Tabernaculo de Alabanza – Celebrando la Navidad on Sunday, December 17, 2023 with a five minute firework finale presented by LaserNet.

ATTACHMENTS:

1. Special Event Application
2. Firework Display Information

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director: Lora Taylor

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: _____

Effective Date/Time: _____

Application Fee: ☒ \$50.00 Phone: 239/949-6262
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Fax: 949-6239

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: Tabernaculo de Alabanza Inc.
Nature of Event: Tabernaculo de Alabanza – Celebrando la Navidad [Celebrating Christmas]
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>12/17/23</u>	<u>9:00AM</u> to <u>4:00PM</u>	<u>4:00PM</u> to <u>7:30PM</u>	<u>7:30PM</u> to <u>8:30PM</u>

For multiple dates, please attach letter.

Has this event been held in the past? no If so, when was the last event? _____
Individual Contact for Activity/Event: Nora Ramirez Phone: 239-908-7239
Address: PO Box 967, Bonita Springs, FL 34133 Website: tdabonita.org
E-Mail Address: info@tdabonita.org
Major Sponsor(s): _____
Promoter(s): _____ Phone or Contact #: _____

1. Crowd: Is anticipated crowd size 1,000 or more? Yes ☐ No ☒
Actual Anticipated number: 300

2. Parking: Will off-site parking be provided? ☐ ☒
Will "shuttle" service to parking be provided? By whom? Church transportation vans ☒ ☐

4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan. ☒ ☐

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☐ | ☒ |
| 6. Fireworks: Is this a public _____ or private <u>X</u> display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☒ | ☐ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☐ | ☒ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☐ | ☒ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | ☐ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☐ | ☒ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☐ | ☒ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☒ | ☐ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☐ | ☒ |

Yes No

15. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan. ☐ ☒

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan. ☐ ☒

Will additional refuse containers/dumpsters be provided? ☐ ☒

If yes, by whom: _____

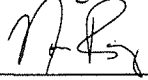
16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT, OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED IF CONDITIONS HAVE CHANGED ON THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend, and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

 9/6/23
Signature of Applicant Date

Comments: _____

City Manager Date

Comments: _____

Application Fee is non-refundable.

PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.



CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS, FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - 14750 Six Mile Cypress Parkway | Fort Myers, FL 33912 | (239) 477-1199

Parking:

Parking in authorized areas only. Roadways will not be impeded.

Road Closures (Please Explain):

None are required for this event.

Alcoholic Beverages:

No alcoholic beverage of any kind will be sold/consumed at event.

Special Arrangements:

Any amplified sounds must adhere to the City of Bonita Springs noise ordinances. Event Coordinator is responsible for ensuring fireworks and launch site remain secure. It is understood by this office that a separate permit application will be submitted for the fireworks display.

SHERIFF'S PERSONNEL USE ONLY

LCSO DETAIL COMMANDER:

SIGNATURE

DATE: 10 11.23

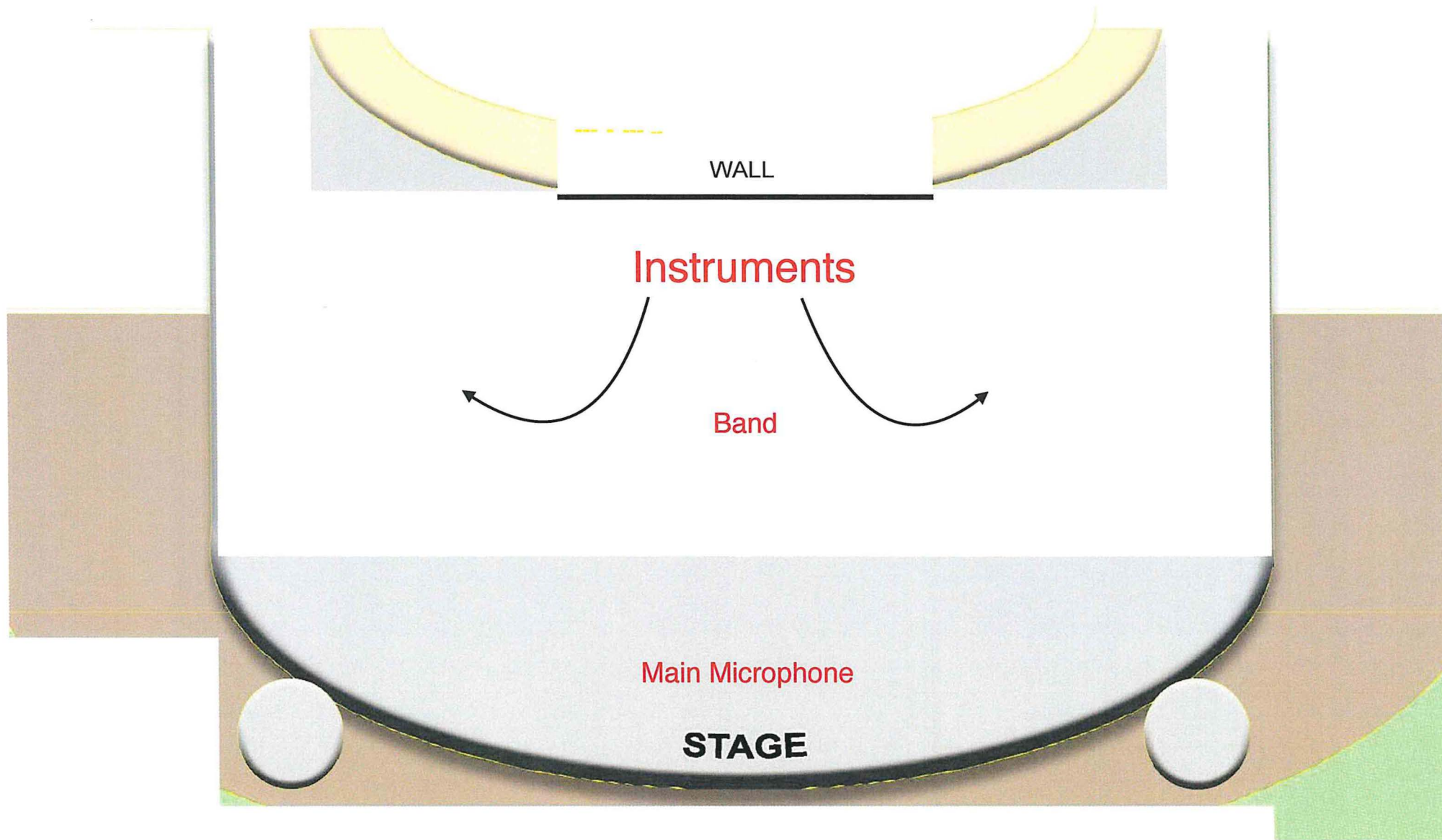
DEPUTIES BOOKED FOR EVENT (How Many?):

0

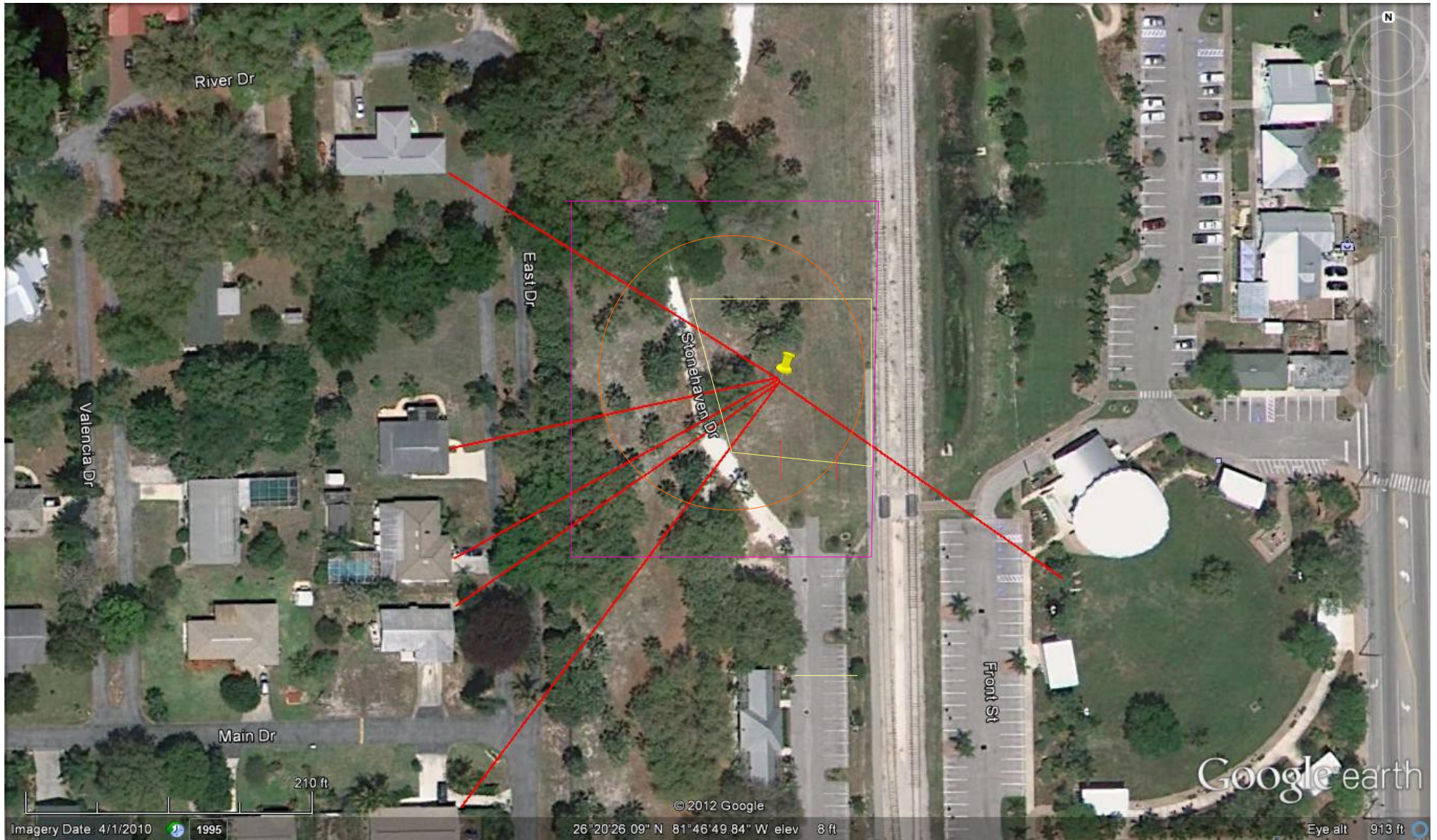
DATE BOOKED:

Please Note: "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.





Area Marked With Yellow Lines Caution Taped Off Indicates The Firing Site



We will extend out the area as usual with tape for the actual show for fallout area. Fall out area marked as orange circle, Pink Lines extended caution tape area.



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: 9NV00229

05/09/2024

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE for:**

GLENN STUART WRIGHT

PYROTECHNICIAN
(954)330-1668

1497 KING CHARLES DRIVE
PITTSBURGH, PA 15237

and is ONLY valid under the following Federal explosives license/permit:

9-NV-003-23-1J-00229

PYROTECNICO F/X LLC
PYROTECNICO
6963 SPEEDWAY BLVD SUITE 104
LAS VEGAS, NV 89115

Dear GLENN WRIGHT:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com	FAX (A/C, No): 954-452-0450
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : AGCS Marine Insurance Co		
INSURER B : Tokio Marine Specialty Ins Co		23850
INSURER C : Bridgefield Employers Ins Co		10701
INSURER D : Infinity Insurance Companies		39497
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 494128808**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			53513	10/28/2023	10/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			509820064869001	10/28/2023	10/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			53514	10/28/2023	10/28/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PROD/COMP OPS \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	0830-55900	10/28/2023	10/28/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			MXI93012202-010040	1/1/2023	1/1/2024	Scheduled Equipment \$ 625,559 Rented Equipment 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Laser Light Entertainment - Sales, Service, Rental w/operators.

CERTIFICATE HOLDER**CANCELLATION**City of Bonita Springs
9101 Bonita Beach Rd
Bonita Springs FL 34135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Bonita Spring Firework Specifications

December 17th 2023

All products used conform to 49 CFR 173.56(j)(1) and **APA Standard 87-1** otherwise known as **Consumer class fireworks. 1.4g**

As there are no specific guidelines for this class of fireworks used for a public display

We will defer to NFPA 1123 guidelines for 1.3g class Multi shot devices our largest tube size is 1 inch

For any other enquiries please feel free to contact Glenn Wright at Lasernet

Office 305 690 6885 Mobile 954 330 1668

Glenn_s_wright@yahoo.com

From: [Scholz, Eric](#)
To: [Logan DeShong](#)
Cc: [Johnston, Brad](#); [Schmidt, Andrew](#); [Hornberger, Nicole](#)
Subject: Re: Fireworks at Riverside Park
Date: Monday, October 30, 2023 10:19:39 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[Outlook-0slibrpz.png](#)

Hey Logan,

I spoke to the fireworks provider for this event last week. We are fine with what he is proposing. We will also have a fire inspector on-site the day of the event to make sure everything is set up the way that they described to us.

Thank you,
Eric Scholz
Fire Marshal

Bonita Springs Fire Control & Rescue District
27701 Bonita Grande Drive
Bonita Springs FL 34135

Main: 239-949-6200
Office: 239-390-7940
Email: scholz@bonitafire.org

From: Hornberger, Nicole <nicoleh@bonitafire.org>
Sent: Monday, October 30, 2023 9:55 AM
To: Logan DeShong <logan.deshong@cityofbonitasprings.org>
Cc: Scholz, Eric <scholz@bonitafire.org>; Johnston, Brad <Johnston@bonitafire.org>; Schmidt, Andrew <schmidta@bonitafire.org>
Subject: Fw: Fireworks at Riverside Park

Good morning Logan, I've forwarded this to our Fire Marshals and Deputy Chief of Fire to take a look at. They or I will get back with you asap. We can discuss this further at the November 9th planning mtg if needed as well.

Nicole Hornberger



PUBLIC EDUCATION AND INFORMATION
BONITA SPRINGS FIRE CONTROL & RESCUE DISTRICT
27701 BONITA GRANDE DRIVE, BONITA SPRINGS, FL 34135
239-949-6200 MAIN 239-949-6207 FAX
239-949-6227 OFFICE 239-233-2856 CELL

**DOWNLOAD OUR FREE MOBILE APP
OR CONNECT WITH US ONLINE**

Icons for YouTube, App Store, Google Play, Facebook, and Nextdoor.

A smartphone displays the Bonita Springs Fire Control & Rescue District mobile app interface, showing a notification history and a central menu with icons for various services like fire safety, emergency services, and community events.

From: Logan DeShong <logan.deshong@cityofbonitasprings.org>

Sent: Friday, October 27, 2023 10:26 AM

To: Hornberger, Nicole <nicoleh@bonitafire.org>

Subject: Fireworks at Riverside Park

Hi Nicole,

An event organizer wants fireworks at Riverside Park in December. I have attached the special event application above. Can you connect me with someone for review? We want to discuss this further via phone next week and aim for review on the November 15th council meeting. Thank you for your help!

Thank you,

Logan DeShong | Communications Strategist



9101 Bonita Beach Road, Bonita Springs, FL 34135
phone | (239) 949-6262

email | Logan.deshong@cityofbonitasprings.org

website | www.cityofbonitasprings.org



-Click these icons to connect with us on social media!



September 6, 2023

RE: Special Event Permit Application

To whom this may concern,

Tabernaculo De Alabanza [TDA] has submitted a request for a Special Event Permit mainly intended for a Christmas service and toy drive, along with worshipping and evangelism at Riverside Park in Bonita Springs. This year 2023, the Lord allows us to celebrate 31 years of having established our church, Tabernaculo de Alabanza [Tabernacle of Praise], in the city of Bonita Springs, where our work is to spread the love and teachings of Jesus Christ. To close out the year we would like to bring some holiday joy and give back to the children and people in our community.

On December 17, 2023, our hope is to host a special Christmas service at Riverside Park, with contemporary christian music played by our local church band, along with Christmas music and skits/plays, hoping to close out the night with a short 5 minute fireworks show provided by LaserNet, same company that does 4th of July fireworks show at Riverside Park every year. Entrance to this event will be free, however, donation boxes will be set up for donations of any kind, which in turn are used to help in the community. No sales of any kind will be taking place at the event. In regards to set up, three [3] small tents measuring 10x10 will be used to have the sound board and media under, in the case of rain. If we were to add any more, we will be notifying the appropriate contact. In regards to parking, we plan on using the parks available parking. However, because many of our members do not drive, we will be using the church vans to transport families to and from the park to their home; drivers are CDL certified. The time for the event will be as follows: set up time from 9am to 4:00pm, actual event time from 4:00pm to 7:30pm and take down time from 7:30pm to 8:30pm.

As you may or may not know, our church building partially burned down in 2010. We were blessed to have First Presbyterian Church of Bonita Springs offer us their sanctuary for the first month, meanwhile we found a new place to host our services. Since then, we have held our services at different locations while we raise funds to buy or build our new church. It has

been a tough and long road, as we are still below our goal, and this is another reason why donations are being accepted for this purpose. To this day, we continue to try to give back, including when hurricane Irma hit and we were able to provide water and food to many families. For the past 31 years, our work in the community of Bonita Springs has been impactful and we strive to achieve more and help more families as we continue to grow.

Blessings,

A handwritten signature in black ink, appearing to read 'Nora Ramirez', with a large, stylized initial 'N' and a cursive 'R'.

Nora Ramirez
Office Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/06/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Plymouth Insurance Agency
2739 US Hwy 19 North
Holiday, FL 34691

CONTACT

NAME: PLYMOUTH INSURANCE AGENCY

PHONE (A/C No Ex): 727-682-4040

FAX (A/C No): 877-491-7980

E-MAIL ADDRESS: CERTS@PLYMOUTHINSURANCEAGENCY.COM

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: WESTERN WORLD INSURANCE CO.

13196

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Tabernaculo de Alabanza, Inc.
P.O. Box 967
Bonita Springs, FL 34133

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		NPP6028144	9/7/2023	9/7/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Anyone person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ INCLUDED
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANYAUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			NPP6028144	9/7/2023	9/7/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bonita Springs is an additional insured with respect to General Liability when a written contract exists.

CERTIFICATE HOLDER

CITY OF BONITA SPRINGS
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-11-263
November 15, 2023

REQUESTED MOTION: Approve Resolution awarding the Downtown Lawn, Landscape & Irrigation Maintenance Project RFB 23-04 to the lowest responsive bidder, P & T Lawn and Tractor Service in the Total Bid Amount of \$260,075.00, and providing Council authorization of the agreement, pending approval of all documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

August 16, 2023 - Staff advertised for sealed bids for the Downtown Lawn, Landscape & Irrigation Maintenance Project.

September 28, 2023 – Staff received two sealed bids as follows:

P & T Lawn & Tractor Services	Superior Landscape
\$260,075.00	\$372,234.46

STAFF RECOMMENDATION: Approve Resolution authorizing the Mayor to sign agreement with P & T Lawn & Tractor Service for the Downtown Lawn, Landscape & Irrigation Maintenance Project in the amount of \$260,075.00.

ATTACHMENTS:

1. Resolution
2. Bid Tabulation

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 23 –

APPROVE RESOLUTION AWARDING THE DOWNTOWN LAWN, LANDSCAPE & IRRIGATION MAINTENANCE PROJECT RFB 23-04 TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, P & T LAWN AND TRACTOR SERVICE IN THE TOTAL BID AMOUNT OF \$260,075.00, AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT, PENDING APPROVAL OF ALL DOCUMENTATION.

WHEREAS, City staff advertised for the Downtown Lawn, Landscape & Irrigation Maintenance Project and received two (2) sealed bids,

P & T Lawn & Tractor Service	\$260,075.00
Superior Landscape	\$372,234.46

WHEREAS, the lowest responsive and responsible submittal was from P & T Lawn & Tractor Service in the Total Bid Amount of \$260,075.00:

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

Section 1. To enter into an agreement with the lowest responsive and responsible bidder, P & T Lawn & Tractor Service;

Section 2. Effective date.

This resolution shall take effect October 31, 2023.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this _____ day of November 2023.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr _____	Steinmeyer _____
Bogacz _____	Purdon _____
Forbes _____	Corrie _____
Fullick _____	

Date filed with City Clerk: _____

The City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

BID OPENING – TABULATION SHEET

BID NO.: RFB 23-04

BID TITLE: Downtown Lawn, Landscape and Irrigation Maintenance Project

OPENING DATE: September 28, 2023

TIME: 2:00 P.M.

OPENED BY: Mike Sheffield

<u>Bidder</u>	<u>Annual Total Bid Amount</u>
<u>P & T Lawn & Tractor Service</u>	<u>\$260,075.00</u>
<u>Superior</u>	<u>\$372,234.46</u>

REQUESTED MOTION: Approve Resolution for the final budget amendment for fiscal year 2022-2023.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

As outlined in section 46(d) of the City Charter, provide for the transfer of all or part of any unrestricted appropriations from one department to another.

Florida Statutes §166.241 allows a municipality to amend a budget within 60 days following the fiscal year end.

Attached is a Budget Transfer Resolution to increase/decrease the budgets for certain expenditure accounts, and to transfer funding among expenditure accounts to fund certain accounts requiring additional budget, with an effective date retroactive to September 30, 2023.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2022, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2023; 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; and

WHEREAS, Florida Statutes, 166.241 allows a municipality to amend a budget within 60 days following the fiscal year end; and

WHEREAS, funding for the additional budgeted expenditures are available in the unassigned fund balance for each fund;

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 as follows:

General Fund

Allocation of Pay for Performance		
00.270.519.4910	Pay for Performance	\$ (65,000)
Allocation of Pay for Performance to Departments		65,000
00.301.514.3100	Legal Professional Svcs	85,750
00.211.515.3435	Planning/Zoning Svcs	<u>40,162</u> (Green Sheet 22-09-162)
Total General Fund		<u>\$125,912</u>

Grant Fund

13.713.3329000	American Rescue Plan Revenue	\$7,241,423
13.713.3611000	Interest Income	103,533
13.713.581.0001	Funding Transfer to General Fund	(7,344,956)
13.709.3315009	FEMA-Ian Revenue	\$4,751,097
13.709.3315100	FEMA-Irma Revenue	260,229
13.710.3345000	State of Florida-Irma Revenue	14,457
13.709.3699009	Insurance Reimbursement	158,795
13.709.525	Hurricane Ian Expenditures	(9,480,050)
13.709.5810001	Hurricane Ian Funding Transfer	370,000
00.999.3810013	Hurricane Ian Funding Transfer	(370,000)

Grant Fund (continued)

13.705.3345005	Hurricane Ian Beach Renourishment Revenue	\$4,495,500
13.705.581.0530	Beach Funding Transfer	4,495,500

Building Fees Fund

19.210.524.3400	Building Contractual Srvcs	71,011 (Green Sheet 22-09-162)
-----------------	----------------------------	--------------------------------

Capital Project Fund

30.000.537.6305	Bonita Beach Renourishment	4,495,500 Grant funds
30.999.3810013	Beach Funding Transfer	(4,495,500)

3. Effective date. This Resolution shall become effective retroactive to September 30, 2023.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 15th day of November, 2023.

AUTHENTICATION:

_____	_____
Mayor	City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

REQUESTED MOTION: Discussion of intention for the Goodbread Grocery Site.

REQUESTOR: Mayor Steinmyer

AGENDA: Mayor & Council Member items

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

At our previous Council meeting, I stated my intent to bring forward this item for Council to have a discussion regarding the City's intentions or ideas for potential use of the Goodbread Grocery.

The Goodbread Grocery is currently part of the City's Capital Improvement Plan with approximately \$498,097 currently budgeted. I would like to discuss with Council next steps and provide direction to staff.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	

REQUESTED MOTION: Discussion regarding the Recovery and Resilience Draft Initiative Profiles for the Lee County Recovery Task Force.

REQUESTOR: Council Member Chris Corrie, District 4

AGENDA: Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

On August 16, 2023, I provided an update to Council regarding the Lee County Recovery Task Force and the meeting that I had with staff and representatives of the Resilient Lee Support Team to discuss the City's identified projects and their alignment with draft Initiatives, as well as an overview of the Resilience Overlay matrix.

On October 26, 2023, the Resilient Lee Support Team provided me with a copy of the updated Recovery and Resilience Draft Initiative Profiles, which I asked staff to provide to Mayor & Council. The full draft report is on file with the City Clerk's Office.

At the last Council Meeting I advised Council that the next scheduled meeting of the Recovery Task Force is November 16th, 2023. Prior to attending the meeting, I would like to discuss the draft so that I may express any Council comments at the meeting.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-11-262
November 15, 2023

REQUESTED MOTION: Second Reading and Public Hearing of an Ordinance adopting the 2023-2024 Five Year Capital Improvement Program Annual Update.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Second reading and public hearing of a Capital Improvement Program Ordinance

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Florida Statutes §163.3177(3) (a) requires that local government comprehensive plans contain a capital improvement element designed to consider the need for and the location of public facilities. There is also the requirement that local governments review the capital improvement elements on an annual basis. As part of the mandatory Evaluation and Appraisal Review (EAR), Bonita Springs updates the five-year capital improvement schedule annually by ordinance.

A “capital improvement” generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing.

Exhibit A includes the budget for FY 2023-2024 which was adopted by City Council at the budget hearing on September 20, 2023.

STAFF RECOMMENDATION: Adopt Ordinance

ATTACHMENTS:

1. Draft Ordinance
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23-__

AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2023-2024 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, Florida Statute §163.3177(3)(a) requires that local government comprehensive plans contain a capital improvements element designed to consider the need for and the location of public facilities; and

WHEREAS, Florida Statute §163.3177(3)(b) requires that local governments review the capital improvements element on an annual basis, and provides that modifications to update the five-year capital improvements schedule may be accomplished by ordinance; and

WHEREAS, “capital improvement” generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing; and

WHEREAS, Florida Statute §163.3177(3)(a)4 requires that projects necessary to achieve and maintain adopted levels of service for the five-year planning period be included in the capital improvement schedule; and

WHEREAS, review by the City of Bonita Springs Local Planning Agency is not required for a capital improvements schedule update, which is not an amendment to the Comprehensive plan; and

WHEREAS, the Bonita Springs City Council held the required public hearings with all required public notice for the purpose of hearings.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION 1: RECITALS/INTENT. The recitals set forth above are true and correct and constitute the legislative findings of the City Council.

SECTION 2: AMENDMENT TO THE CAPITAL IMPROVEMENT SCHEDULE.

The Capital Improvement Program Annual Update is hereby adopted as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: CODIFICATION. It is the intent of the City of Bonita Springs City Council that the provisions of this Ordinance shall be codified into the Bonita Springs Comprehensive Plan, specifically as an update to Objective 1.5 of the Capital Improvements Element. The Code Codifier is hereby granted authority to update the Capital Improvement Program or to otherwise make notation by reference to this Ordinance in the City of Bonita Springs Comprehensive Plan, as amended.

SECTION 4: EFFECTIVE DATE. The effective date of this Ordinance shall be thirty days from its adoption date.

SECTION 5: CONFLICTS. This ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists.

SECTION 6: SEVERABILITY. If any part of this ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part.

DULY PASSED AND ENACTED BY THE CITY COUNCIL of the City of Bonita Springs, Lee County, Florida, this ____ day of November 2023.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Capital Improvement Program Annual Update
Exhibit A

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)										
30.250.538.6100	Land acquired for stormwater purposes	Planning	General Fund	-	-	-	-	-	-	-
			Federal Appropriations	-	-	-	-	-	-	-
			HMGP Grant	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	-
30.250.538.6110	Quinn/Downs/Dean Neighborhood Buy-out	Construction	Grant-FDEO	-	-	-	-	-	-	1,218,358
			General Fund	-	-	-	-	-	-	1,839,727
			Project Total	-	-	-	-	-	-	3,058,085
30.250.538.6806	Pine Lake Preserve	Construction	Grant-FDEP	-	-	-	-	-	-	220,701
			General Fund	-	-	-	-	-	-	44,490
			Project Total	-	-	-	-	-	-	265,191
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	Design	General Fund	-	-	-	-	-	-	147,556
			Grant-LMS-FDEM	-	-	-	-	-	-	1,647,793
			Grant-LMS-FEMA	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	1,795,349
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	Design	General Fund	4,017,483	912,828	-	-	-	-	9,541,024
			Stormwater Fee	700,000	700,000	-	-	-	-	4,200,000
			Grant-LMS-FDEM	-	-	-	-	-	-	-
			Legislation Appropriation	5,400,000	-	-	-	-	-	5,400,000
			Project Total	10,117,483	1,612,828	-	-	-	-	19,141,024
30.250.538.6810	Quinn/Downs/Dean West of Imperial Drain Improvements	Design	Grant-FDEP	-	-	-	-	-	-	189,538
			Grant-FDEO	-	-	-	-	-	-	11,015,936
			Project Total	-	-	-	-	-	-	11,205,474
30.250.538.6811	Bio-Reactor Phase II	Construction	General Fund	350,000	150,000	-	-	-	-	587,148
			Grant-FDEP	-	-	-	-	-	-	-
			Project Total	350,000	150,000	-	-	-	-	587,148
30.250.538.6812	Big Bend Road Drainage	Construction	Gas Tax	-	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-	26,893
			BSU Portion	-	-	-	-	-	-	37,400
			Project Total	-	-	-	-	-	-	64,293
30.250.538.6813	Citrus Park Drainage Project PH I	Construction	General Fund	-	-	-	-	-	-	-
			Grant-FDEM	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	-
30.250.538.6108	Acquisition/Demolition Pre-Disaster Mitigation (PDM) Home Buy Out	Design	General Fund	886,473	-	-	-	-	-	886,473
			Grant-PDM 75%	3,545,467	-	-	-	-	-	3,545,467
			Project Total	4,431,940	-	-	-	-	-	4,431,940
30.250.538.6215	Equipment Storage Facility	Planning	General Fund	350,000	-	-	-	-	-	350,000

[illegible]

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
To be determined	Spring Creek Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,375,000	-	-	-	-	1,375,000
			Grant-HMGP FEMA 75%	-	4,125,000	-	-	-	-	4,125,000
			Project Total	-	5,500,000	-	-	-	-	5,500,000
To be determined	Spring Creek Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,250,000	-	-	-	-	1,250,000
			Grant-HMGP FEMA 75%	-	3,750,000	-	-	-	-	3,750,000
			Project Total	-	5,000,000	-	-	-	-	5,000,000
Total Improvement Storm Water Management				\$ 15,249,423	\$ 74,187,828	\$ 4,660,000	\$ 6,415,000	\$ -	\$ -	\$ 124,398,504
TRANSPORTATION (2nd STRATEGIC PRIORITY)										
Bonita Beach Road Visioning and Quadrant:										
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	Design	General Fund	-	-	-	-	-	-	23,677
			Park Impact Fee	-	-	-	-	-	-	48,769
			Road Impact Fee	1,859,010	1,394,257	4,182,772	2,034,327	2,034,327	-	18,611,029
			Project Total	1,859,010	1,394,257	4,182,772	2,034,327	2,034,327	-	18,683,475
30.250.541.6318	Bonita Bch Rd Vision Implementation	Planning	General Fund	-	-	-	-	-	1,000,000	1,859,511
30.250.541.6339	Pelican Landing/Old41/US41 Intersection Improvements	Study	General Fund	125,000	125,000	-	-	-	-	250,000
Total Bonita Beach Road Visioning and Quadrant				1,984,010	1,519,257	4,182,772	2,034,327	2,034,327	1,000,000	20,792,986
Sidewalks and Multi-Use Pathways:										
30.250.541.6320	Multi-Use Pathways & Sidewalks	Planning	General Fund	-	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-	749,020
			Grant - CDBG	-	-	-	-	-	1,500,000	1,500,000
			Park Impact Fee	-	-	-	-	-	1,000,000	1,000,000
			Project Total	-	-	-	-	-	2,500,000	3,249,020
30.250.541.6323	W. Terry St. Multi-Use Pathway	Construction	General Fund	-	-	-	-	-	-	174,715
			Gas Tax	-	-	-	-	-	-	899,988
			Park Impact Fee	-	-	-	-	-	-	697,579
			Road Impact Fee	-	-	-	-	-	-	896,888
			Project Total	-	-	-	-	-	-	2,669,170
30.250.541.6324	Sun Trail (Rails to Trails)	Planning	Park Impact Fee	-	-	-	-	-	-	50,000
			Road Impact Fees	-	-	-	-	-	-	4,938,995
			Project Total	-	-	-	-	-	-	4,988,995
30.250.541.6327	Goodwin Street Sidewalk & Drainage	Design	Gas Tax	-	-	-	-	-	-	271,281
			General Fund	-	-	-	-	-	-	1,492,220
			Road Impact Fees	821,924	1,000,000	400,000	400,000	-	-	5,836,966
			Project Total	821,924	1,000,000	400,000	400,000	-	-	7,600,467

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Recurring	General Fund	150,000	350,000	-	-	-	-	766,712
			Gas Tax			350,000	350,000	350,000	1,750,000	2,800,000
			Project Total	150,000	350,000	350,000	350,000	350,000	1,750,000	3,566,712
30.250.541.6331	Pine Ave. Multi-use Pathway	Design	Road Impact Fees	-	-	-	-	-	-	-
			Grant CDBG-DR	-	-	858,130	-	-	-	858,130
			Project Total	-	-	858,130	-	-	-	858,130
30.250.541.6333	Bonita Dr Pathway-Old 41 to Streetsboro Ln	Completed	Park Impact Fee	-	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	-
30.250.541.6334	Maddox Lane Sidewalk	Construction	Park Impact Fee	-	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	-
30.250.541.6336	Imperial Shores Blvd Sidewalk	Construction	Road Impact Fee	-	-	-	-	-	-	145,472
			Gas Tax	-	-	-	-	-	-	314,538
			BSU	-	-	-	-	-	-	179,514
			General Fund	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	-	639,524
30.250.541.6337	Dean Street Path & Sidewalk	Planning	General Fund	-	-	-	-	-	-	141,843
			Road Impact Fee	-	-	-	-	-	2,624,892	2,624,892
			Project Total	-	-	-	-	-	2,624,892	2,766,735
30.250.541.6338	W. Terry Street South Sidewalk	Design	Road Impact Fees	500,000	755,660	1,000,000	1,500,000	-	-	4,136,554
			Park Impact Fee	-	-	-	-	-	-	49,342
			Project Total	500,000	755,660	1,000,000	1,500,000	-	-	4,185,896
30.250.541.6345	Cockleshell Sidewalk	Construction	Park Impact Fee	-	-	-	-	-	-	-
30.250.541.6346	Old 41 & Strike Lane Intersection Improvements	Planning	General Fund	-	-	-	-	-	-	415,000
			Road Impact Fees	356,260	-	-	-	-	-	1,224,474
			Project Total	356,260	-	-	-	-	-	1,639,474
30.250.541.6347	Old 41 & BB Rd Quadrant	Planning	Road Impact Fees	339,260	-	-	-	-	5,201,900	9,779,831
30.250.541.6348	Rosemary Drive Multi-Use Pathway	Planning	Road Impact Fees	-	-	-	-	-	-	1,530,790
			Grant - CDBG	-	486,075	486,075	486,075	-	-	2,058,225
			Project Total	-	486,075	486,075	486,075	-	-	3,589,015
30.250.541.6364	E. Terry Street Multi-use Pathway	Planning	Road Impact Fees	-	-	-	-	-	-	-
			Grant - CDBG	-	800,000	-	-	-	-	17,631,932
			Project Total	-	800,000	-	-	-	-	17,631,932
Total Sidewalks and Multi-Use Pathways				2,167,444	3,391,735	3,094,205	2,736,075	350,000	12,076,792	63,164,901

[illegible]

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
30.270.573.4928	Acquisition of Public Art	Planning	General Fund	50,000	-	-	-	-	-	188,000
30.270.575.6014	Everglades Wonder Gardens Café upgrades	Construction	General Fund	-	-	-	-	-	-	99,684
30.602.572.6022	Small Recreation Building Improvements	Planning	General Fund	-	-	-	-	-	-	60,000
30.603.572.6008	Comm Park Sealcoating and Stop Replacements at Parking Lot	Construction	General Fund	50,000	-	-	-	-	-	100,733
30.603.572.6015	Baseball Complex Master Plan for Design & Construction Phase II	Construction	General Fund	900,000	-	-	-	-	750,000	4,038,402
30.603.572.6017	Comm Park Basketball/Futsal Pavilion Resurfacing	Planning	General Fund	-	-	-	-	100,000	-	100,000
30.603.572.6350	Community Park Tennis Court Resurface	Planning	General Fund	45,000	-	-	-	-	-	58,360
30.603.572.6361	Community Park Playground Surface Resealing	Construction	General Fund	30,000	-	-	-	-	400,000	474,015
30.604.572.6000	Pool Geothermal Heater/Chiller	Construction	General Fund	-	-	-	-	-	-	-
30.604.572.6001	Pool and Fountain Resurfacing	Construction	General Fund	20,000	-	-	-	-	-	100,000
30.604.572.6023	Pool Roof Replacement	Construction	General Fund	-	-	-	-	-	-	-
30.604.572.6024	Pool Family Restroom	Design	Park Impact Fees	-	-	-	-	-	-	-
30.605.572.6009	Riverside Park Sealcoating and Stop Replacements on Parking Lot	Construction	General Fund	45,000	-	-	-	-	-	64,462
30.605.572.6010	Riverside Park Lighting to LED	Planning	General Fund	-	-	-	-	-	-	-
30.605.572.6013	Bandshell Sidewalk/brick paver and flag pole holder replacement	Construction	General Fund	-	-	-	-	-	-	36,009
30.605.572.6205	Bandshell Renovations & Updates	Construction	General Fund	-	-	200,000	-	-	-	275,000
30.605.572.6351	Depot Park Playground Expansion	Design	General Fund	-	-	-	-	-	3,000,000	3,250,000
			Park Impact Fee	-	-	-	-	-	-	-
			Project Total	-	-	-	-	-	3,000,000	3,250,000
30.605.572.6356	Island Park Entrance Improvements	Design	Park Impact Fee	-	-	-	-	-	-	525,973
30.605.572.6359	Bandshell Lawn Artificial Turf	Construction	General Fund	80,000	-	-	-	-	-	430,000
30.609.572.6025	Former Community Hall & Banyan Tree Park	Planning	General Fund	-	-	-	500,000	1,000,000	-	2,482,195
			Park Impact Fee	-	-	-	-	-	1,600,000	1,600,000
			Project Total	-	-	-	500,000	1,000,000	1,600,000	4,082,195
30.610.572.6016	Dog Park Shade Structures	Construction	Park Impact Fee	-	-	-	-	-	-	14,653
30.610.572.6021	Dog Park Trail Overlay	Construction	General Fund	-	-	-	-	-	-	45,000
30.610.572.6026	Dog Beach Park	Design	Grant-TDC	-	-	-	-	-	2,100,000	2,100,000

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
30.612.572.6909	Hickory Blvd N & Hickory Circle ROW Landscaping	Design	General Fund	80,000	500,000	-	-	-	-	580,000
30.613.572.6032	Soccer Complex Concession & Restroom Building Renovation	Construction	General Fund	250,000	-	-	-	-	-	250,000
30.613.572.6029	Sealcoating Soccer Complex Parking	Planning	General Fund	-	-	-				4,159
30.615.572.6019	Liles Roof Replacement & Stucco Repairs	Construction	General Fund	30,000	-	-	-	-	-	152,718
30.615.572.6200	Liles Hotel & Plaza wall exterior	Design	General Fund	75,000	-	-				90,210
30.617.572.6001	Nature Place updates & Expansions	Construction	Park Impact Fee	-	-	-	-	-	250,000	250,000
30.620.572.6028	Sealcoating Soccer Marni Fields Parking	Planning	General Fund	-	-	-	-	-	-	9,780
30.620.572.6352	Marni Fields Install Water & Sewer	Design	General Fund	30,000	-	-	-	-	-	216,421
To be determined	Marni Fields Underground Utilities	Planning	General Fund	-	-	-	-	-	100,000	100,000
30.622.572.6362	Cullum's Bonita Trail Extension	Planning	General Fund		-	-	-	-	750,000	750,000
30.628.572.6001	Mayhood Park Exotics Removal	Construction	General Fund	-	-	-	-	-	-	60,250
30.629.572.6353	Oak Creek Kayak Launch	Design	General Fund	-	300,000	-	-	-	-	300,000
31.000.552.6311	Downtown Redevelopment	Construction	General Fund	-	-	-	-	-	-	78,381
31.602.572.6000	Recreation Center Expansion and Improvements	Construction	General Fund	200,000	-	-	-	-	-	200,000
			Park Impact Fees	-	-	-	-	-	-	300,000
			Project Total	200,000	-	-	-	-	-	500,000
31.603.572.6001	Community Park Improvements	Construction	General Fund	-	-	-	-	-	-	-
31.604.572.6000	Pool Landscaping	Planning	General Fund	-	-	-	-	-	-	-
31.604.572.6002	Children's Activity Pool & Family Restroom	Planning	General Fund	310,000	-	-	-	-	-	1,579,126
			Park Impact Fees	-	-	-				1,046,041
			Project Total	310,000	-	-	-	-	-	2,625,167
31.605.572.6008	Skate Park	Construction	FDEP/LWCF Grant	-	-	-	-	-	-	152,328
			Park Impact Fee	-	-	-	-	-	-	-
			Project Total	-	-	-	-		-	152,328
31.610.572.6005	Additional Trails/Entrance	Construction	Park Impact Fee	-	-	-	-	-	-	4,233
31.621.572.6007	River Prk-US 41	Complete	Grant-TDC	-	-	-	-	-	-	50,616
			Park Impact Fee	-	-	-	-	-	-	10,655
			General Fund	-	-	-	-	-	-	36,500
			Project Total	-	-	-	-	-	-	97,771
30.270.519.6365	Bonita Bch Rd/Imperial Parkway Gateway Feature	Planning	General Fund	538,000	500,000	-	-	-	-	1,038,000
To be determined	Parks Master Plan Update	Planning	General Fund	-	-	-	-	-	250,000	250,000
Total Community Aesthetics Strategic Priority				\$ 3,908,000	\$ 1,550,000	\$ 450,000	\$ 750,000	\$ 1,250,000	\$ 14,200,000	\$ 36,750,884

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)										
30.000.537.6105	Environmentally Sensitive Land Acquisitions	Planning	General Fund	100,000	100,000	100,000	100,000	100,000	1,000,000	2,000,000
30.611.537.6000	Beach Renourishment Ord 12-05	Recurring	General Fund	110,000	110,000	110,000	110,000	110,000	600,000	1,979,100
30.250.535.6301	Sanitary Sewer Conversion Lakes of San Soucci	Design	General Fund	475,000	-	-	-	-	-	475,000
			Grant-FDEP	950,000	-	-	-	-	-	950,000
			BSU	475,000	-	-	-	-	-	475,000
			Project Total	1,900,000	-	-	-	-	-	1,900,000
30.250.535.6302	Sanitary Sewer Conversion Sun Village	Design	General Fund	1,025,000	-	-	-	-	-	1,025,000
			Grant-FDEP	2,050,000	-	-	-	-	-	2,050,000
			BSU	1,025,000	-	-	-	-	-	1,025,000
			Project Total	4,100,000	-	-	-	-	-	4,100,000
Total Environmental Protection				\$ 6,210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 1,600,000	\$ 9,979,100
STRENGTHEN/ENHANCE CITY FINANCES (5th STRATEGIC PRIORITY)										
To be determined	Disaster Reserve Allocation	Recurring	General Fund	-	350,000	350,000	350,000	350,000	350,000	1,750,000
Total Strengthen/Enhance City Finances				\$ -	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
GOVERNMENT TRANSPARENCY: INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)										
30.240.513.6400	Technology Enhancements-	Construction	Building Fee Fund	-	-	-	-	-	-	759,399
30.240.539.6354	Technology Infrastructure Planning	Planning	General Fund	250,000	-	-	-	-	-	250,000
			Grant	-	-	-	-	-	-	-
			Project Total	250,000	-	-	-	-	-	250,000
Total Government Transparency Strategic Priority				\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,009,399
OTHER CAPITAL PROJECTS										
30.240.513.6401	Technology Equipment	Recurring	General Fund	50,000	75,000	75,000	-	-	500,000	882,726
30.240.513.6402	Back ups for Server Data	Planning	General Fund	-	-	-	-	-	-	14,812
30.270.519.4924	City Facilities Major Repairs	Construction	General Fund	1,600,000	2,000,000	500,000	2,000,000	2,000,000	8,500,000	17,963,086
30.270.519.4927	City Facilities Security Upgrades	Construction	General Fund	-	75,000	75,000	75,000	75,000	375,000	684,578
30.270.519.4935	City Hall Generator Replacement	Planning	General Fund	-	-	-	-	-	-	677,715
30.270.519.4936	City Hall Sewer Lateral Repair Asphalt Overlay	Planning	General Fund	-	-	-	-	-	-	379,214
30.631.572.6210	Old Library	Construction	General Fund	500,000	500,000		-	-	-	1,567,960
30.270.519.6400	Vehicle Major Repairs and Replacement	Recurring	General Fund	75,000	75,000	75,000	75,000	75,000	550,000	978,913
30.270.519.6401	Elevator-City Hall	Planning	General Fund	-	-	-	-	-	300,000	342,953
30.402.513.6400	Cameras in Council Chambers	Construction	General Fund	-	-	-	-	-	-	1,663
Total Other Capital Projects				2,225,000	2,725,000	725,000	2,150,000	2,150,000	10,225,000	23,493,620
TOTAL CAPITAL IMPROVEMENT PLAN				\$ 33,572,867	\$ 85,568,097	\$ 19,986,595	\$ 30,415,590	\$ 12,462,552	\$ 55,896,732	\$ 332,385,079

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2023-2024										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
			FUNDING SOURCES							
			Funding/ Revenue Source	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Years 2028-2029 to 2032-2033	Total Ten Year Plan
			General Fund	14,171,956	6,372,828	1,735,000	3,460,000	3,960,000	23,525,000	80,972,801
			Gas Tax	778,990	428,990	650,000	650,000	838,990	4,094,940	11,158,157
			Grants	6,545,467	74,252,687	10,018,823	12,401,075	5,629,235	17,600,000	158,374,489
			Road Impact Fee	4,076,454	3,813,592	7,582,772	13,904,515	2,034,327	7,826,792	63,408,774
			Park Impact Fee	400,000	-	-	-	-	2,850,000	6,394,545
			Stormwater Fee	700,000	700,000	-	-	-	-	4,200,000
			Building Fees	-	-	-	-	-	-	759,399
			State Legislative Appropri.	5,400,000	-	-	-	-	-	5,400,000
			BSU-Bonita Springs Utilities	1,500,000	-	-	-	-	-	1,716,914
			TOTAL	\$ 33,572,867	\$ 85,568,097	\$ 19,986,595	\$ 30,415,590	\$ 12,462,552	\$ 55,896,732	\$ 332,385,079
					Year 1 to 5 Budgeted Expenditures			\$ 182,005,701		