



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
MARCH 20, 2024, 09:30 AM



The Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity for members to participate virtually. The meeting will be broadcasted live via the Village of Estero website <https://estero-fl.gov/council/watch-meetings-online/>. Please see the [bottom of this agenda](#) for further information and instructions for public participation.

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
March 20, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Angi Jeffcoat Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. March 6, 2024 Council Meeting Minutes

Attachment: [03062024 minutes.pdf](#)

b. March 13, 2024 Village Council Meeting Minutes

Attachment: [03132024 minutes.pdf](#)

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. CDBG-DR Infrastructure Grant Applications

Recommended Action

Approve EC 2023-38 STA-02 in the amount of \$203,782 for Hagerty Consulting, Inc. to assist the Village of Estero in preparing and submitting CDBG-DR Infrastructure Grant applications.

Approve a \$20,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Financial Impact

The proposed financial impact is \$223,782, contract cost plus 10% contingency. The project will use unallocated general funds within Fiscal Year 2023-2024 budget to fund this project.

Attachment: [SS CDBG-DR Infrastructure Contract Summary.pdf](#)

Attachment: [1 EC 2023-38 STA 02 CDBG-DR Grant Hagerty.pdf](#)

Attachment: [2 Vendor Disclosure Form_HCL.pdf](#)

b. EC 2024-27 Chris-Tel Construction Piggyback Agreement

Recommended Action

Motion to approve EC 2024-27 Chris-Tel Construction Piggyback Agreement for Construction Manager at Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Financial Impact

There are no financial impacts with this agenda item.

Attachment: [SS EC 2024-27Chris-Tel CMAR.pdf](#)

Attachment: [EC 2024-27 Estero CMAR services Chris-Tel agreement piggyback.pdf](#)

c. EC 2024-28 Manhattan Construction Piggyback Agreement

Recommended Action

Motion to approve EC 2024-28 Manhattan Construction Piggyback Agreement for Construction Manager at Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Financial Impact

There are no financial impacts with this agenda item.

Attachment: [SS EC 2024-28 Manhattan CMAR.pdf](#)

Attachment: [EC 2024-28 Manhattan Const CMAR.pdf](#)

Management & Financial

7. SECOND READINGS AND PUBLIC HEARINGS

a. Ordinance No. 2024-01 Financial Responsibility

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Article IV (Finance) of Chapter 2 of the Village of Estero Code to Create Enhanced Financial Responsibility and Management Standards; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action

Motion to adopt Ordinance No. 2024-01.

Financial Impact

The Ordinance brings the Village's financial and management rules in line with best practices and existing statutes, and improves the efficiency of the Village's finance and management function. Therefore, there is no fiscal impact related to the Ordinance's adoption. Minor cost for newspaper advertisement.

Attachment: [SS Ord No. 2024-01.pdf](#)

Attachment: [1 Estero Financial Responsibility and Management Standards Ordinance 2024-01.pdf](#)

Attachment: [2 Estero Financial.pdf](#)

Attachment: [3 Financial Presentation.pdf](#)

b. Ordinance No. 2024-02 Procurement

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Division 3 of Article IV of Chapter 2 of the Village Code Regarding Village Procurement Methods and Procedures; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action

Motion to adopt Ordinance No. 2024-02.

Financial Impact

The Ordinance brings the Village's procurement rules in line with procurement best practices and existing statutes, and improves the efficiency of the Village's procurement function. Therefore, there is no fiscal impact related to the Ordinance's adoption. Minor cost for newspaper advertisement.

Attachment: [SS Procurement Code Ord No. 2024 02.pdf](#)

Attachment: [1 Estero Procurement Code Revision Ordinance 2024-02.pdf](#)

c. Ordinance No. 2024-04 Investment

An Ordinance of the Village Council of the Village of Estero, Florida, Creating Division 4 (Investment Policies) of Article IV (Finance) of Chapter 2 of the Village of Estero Code to Create Detailed Policies Related to Investment of Village Funds; Making Related Findings; and Providing for Severability, Codification, and an Effective Date.

Recommended Action

Motion to adopt Ordinance No. 2024-04.

Financial Impact

The Ordinance brings the Village's investment rules in line with best practices and existing statutes, and improves the ability to safeguard and provide an appropriate rate of investment return for excess funds. Therefore, there is no fiscal impact related to the Ordinance's adoption. Minor cost for newspaper advertisement.

Attachment: [SS Ord 2024-04.pdf](#)

Attachment: [1 Estero Investment Policies Ordinance 2024-04.pdf](#)

Attachment: [2 Investment Policy.pdf](#)

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS**9. VILLAGE ATTORNEY'S REPORT****10.VILLAGE MANAGER'S REPORT**

Adjourn Regular Session and Convene Workshop Items

11.WORKSHOP**a. Legislative Update**

Attachment: [SS Legislative Update.pdf](#)

Attachment: [Village of Estero End of 2024 Session Report.pdf](#)

Attachment: [Estero 2024 Legislative Presentation.pdf](#)

12.ADJOURNMENT

Final Action Agenda/Minutes are supplemented by audio and video recordings of the meetings, as well as transcripts. Video recordings of Village Council meetings from June 8, 2016, forward, as well as agendas, staff reports, resolutions, ordinances, and other documents related to the meetings can be viewed online at <https://estero-fl.gov/agendas/> at the corresponding meeting date.

DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING

Village of Estero Council Chambers
9401 Corkscrew Palms Circle
Estero, FL 33928

March 6, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Jon McLain - District 3, Vice Mayor Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Lori Fayhee – District 4, Councilmember Rafael Lopez - District 5, Councilmember Jim Ward - District 6, and Councilmember George Zalucki - District 7.

Also present

Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, David Willems, Public Works Director, Kevin Greenville, Finance Director, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Ward

Action: Approved agenda.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:

Abstentions:

3. PROCLAMATIONS

(a) Estero High School Cambridge 39 Students Award

Cambridge Outstanding Learner Award with Distinction

- Kyra Ritter

Cambridge Outstanding Learner Award with Merit

- Mollie Donaghy
- Hailey Jacob
- Emily McDowell
- Sophie Perkins
- Madison White
- Keira Conrey
- Abram Saravia-Lopez
- Alivia Ban

Mayor McLain presented the proclamations to Mike Amabile, Principal of Estero High School, Carolyn Hutto, Cambridge AICE Coordinator/AICE Exams Officer, Kyra Ritter, Mollie Donaghy, Hailey Jacob, Emily McDowell, Sophie Perkins, Madison White, Keira Conrey, Abram Saravia-Lopez, and Alivia Ban.

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

5. CONSENT AGENDA

(a) February 21, 2024 Council Meeting Minutes

Motion: Motion to approve consent agenda.

Motion by: Vice Mayor Ribble

Seconded by: Councilmember Lopez

Action: Approved consent agenda.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

7. ACTION ITEMS

(a) Jeff Sommer Stadium Turf Installation Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmembers Ward, Zalucki, Fiesel, and Vice Mayor Ribble.

Public Comments

None.

Motion: Motion to approve EC 2024-26 in the amount of \$1,967,667 for Hellas Construction, Inc. to install artificial turf on The Jeff Sommer Stadium football field, approve a \$197,000 contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Motion by: Councilmember Zalucki

Seconded by: Vice Mayor Ribble

Action: Approved EC 2024-26 in the amount of \$1,967,667 for Hellas Construction, Inc. to install artificial turf on The Jeff Sommer Stadium football field, approve a \$197,000 contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:

Abstentions:

(b) Project Manager Services Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmembers Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Public Comments

None.

Motion: Motion to approve the attached Professional Services agreement with Vieste, LLC.

Motion by: Councilmember Ward
Seconded by: Councilmember Fiesel

Action: Approved the attached Professional Services agreement with Vieste, LLC.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.
Nay:
Abstentions:

MANAGEMENT AND FINANCIAL POLICIES

8. FIRST READING

(a) Ordinance No. 2024-01 Financial Responsibility

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Article IV (Finance) of Chapter 2 of the Village of Estero Code to Create Enhanced Financial Responsibility and Management Standards; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director
Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmembers Ward, Zalucki, Lopez, Fayhee, Vice Mayor Ribble, and Mayor McLain.

Public Comments

None.

Motion: Motion to pass first reading of Ordinance No. 2024-01 set second reading for March 20, 2024.

Motion by: Councilmember Lopez
Seconded by: Vice Mayor Ribble

Action: Passed first reading of Ordinance No. 2024-01 and set second reading for March 20, 2024.

Vote: (Roll Call)
Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:
Abstentions:

(b) Ordinance No. 2024-02 Procurement

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Division 3 of Article IV of Chapter 2 of the Village Code Regarding Village Procurement Methods and Procedures; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney

Council Questions or Comments

Vice Mayor Ribble and Mayor McLain.

Public Comments

None.

Motion: Motion pass first reading of Ordinance No. 2024-02 and set second reading for March 20, 2024.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Fiesel

Action: Passed first reading of Ordinance No. 2024-02 and set second reading for March 20, 2024.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:
Abstentions:

(c) Ordinance No. 2024-04 Investment

An Ordinance of the Village Council of the Village of Estero, Florida, Creating Division 4 (Investment Policies) of Article IV (Finance) of Chapter 2 of the Village of Estero Code to Create Detailed Policies Related to Investment of Village Funds; Making Related Findings; and Providing for Severability, Codification, and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director
Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmember Ward and Vice Mayor Ribble.

Public Comments

None.

Motion: Motion pass first reading of Ordinance No. 2024-04 and set second reading for March 20, 2024.

Motion by: Councilmember Ward

Seconded by: Councilmember Lopez

Action: Passed first reading of Ordinance No. 2024-04 and set second reading for March 20, 2024.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:

Abstentions:

9. SECOND READING AND PUBLIC HEARING

(a) Ordinance No. 2024-03 Code Enforcement

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Article II Of Chapter 1 of the Village Code Regarding Code Enforcement; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmembers Fayhee, Lopez, and Mayor McLain.

Public Comments

None.

Motion: Motion to adopt Ordinance No. 2024-03 subject to changing the word enforcement to compliance.

Motion by: Councilmember Fayhee

Seconded by: Councilmember Lopez

Action: Adopted Ordinance No. 2024-03 subject to changing the word enforcement to compliance.

Vote: (Roll Call)

Aye: Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Nay:

Abstentions:

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Zalucki, Ward, Lopez, Fiesel, Vice Mayor Ribble, and Mayor McLain.

11. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney.

Council Questions or Comments

Councilmember Zalucki, Fiesel, Mayor McLain.

A consensus by Council was approved to have Village Attorney Eschenfelder negotiate with Superior to try to settle the lawsuit for no more than \$140,000 without attorney fees.

12. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 11:20 am and Convene Workshop Item 11:20 am.

13. WORKSHOP

- (a) Public Resources Advisory Group (PRAG) Rating Strategy and Financial Policy Considerations

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation/Information by

Michael C. Johnston, Public Resources Advisory Group (PRAG)

Council Questions or Comments

Councilmembers Zalucki and Ward.

Public Comments

None.

14. ADJOURNMENT at 11:45 am

Motion by Councilmember Fiesel and seconded by Councilmember Lopez.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

By: _____

Carol Sacco, CMC, Village Clerk

Jon McLain, Mayor

(td/CS)

For an official copy of the signed minutes, please submit a [Public Record Request](#).

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**DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING**

**Village of Estero Council Chambers
9401 Corkscrew Palms Circle
Estero, FL 33928**

March 13, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Led by Councilmember Fiesel

PLEDGE OF ALLEGIANCE

Led by Councilmember Lopez

ROLL CALL

Present: Mayor Jon McLain - District 3, Vice Mayor Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Lori Fayhee – District 4, Councilmember Rafael Lopez - District 5, Councilmember Jim Ward - District 6, and Councilmember George Zalucki - District 7.

Also present

Village Attorney Robert Eschenfelder, Mary Gibbs, Community Development Director, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. WORKSHOP

(a) Interviews Of Planning, Zoning, And Design Board Applicants

1. Gary Welch
2. Norman Reno
3. Phil Costello
4. Dan Williams
5. Al Paivandy
6. Jeff Riopelle
7. Mel Bahr (withdrew)
9. Deb Waszak
10. Lauren Willison
11. Anthony Gargano (submitted a video)
12. James E Tatooles
13. Michael Sheeley (via Zoom)

14. Leonard E Scotty Wood III

Staff Presentation/Comments

Mary Gibbs, Community Development Director
Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmembers Fiesel, Fayhee, Lopez, Ward, Zalucki, Vice Mayor Ribble, and Mayor McLain.

3. PUBLIC COMMENT ON AGENDA ITEM

eComment

Jim Boesch, Estero

4. ADJOURNMENT at 11:48 am

Motion by Councilmember Fiesel and seconded by Councilmember Lopez.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

Carol Sacco, CMC, Village Clerk

By: _____

Jon McLain, Mayor

(td/CS)

For an official copy of the signed minutes, please submit a [Public Record Request](#).

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 20, 2024

Agenda Item:

CDBG-DR Infrastructure Grant Applications Contract

Approve EC 2023-38 STA-02 in the amount of \$203,782 for Hagerty Consulting, Inc. to assist the Village of Estero in preparing and submitting CDBG-DR Infrastructure Grant applications.

Approve a \$20,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Background:

In response to Hurricane Ian, Congress appropriated through the US Department of Housing and Urban Development (HUD) more than \$1.1 billion to Lee County to support long term hurricane recovery. These funds are intended to address remaining recovery and mitigation needs for the area. Lee County is the lead agency responsible for administering the program and distributing the funds.

The program has several distinct areas of funding. The Village of Estero submitted two planning grant applications last month. Lee County will be accepting grant applications for Infrastructure projects shortly.

Description:

The Village of Estero could have between two and five projects that would be eligible for infrastructure grant funding and be competitive based on the selection criteria. A few of the important criteria are.

1. Fix or improve an existing infrastructure issue.
2. Benefit low to moderate income residents.

Page 1 of 3

3. Benefit residents impacted by Hurricane Ian (or future natural disasters).
4. Project cost must be more than \$5.0 million but less than \$15 million.

The expected projects are.

1. Broadway Ave West Drainage, Roadway, and Safety Improvements
2. Village of Estero Utility Extension Projects (UEP) (Estero Bay Village, See See Street, Sandy Lane, & The Groves)
3. Estero River Heights & Charing Cross UEP
4. Sherrill & Luetlich UEP
5. Estero River North Branch Drainage Improvements

Projects 3-5 were also submitted for Hazard Mitigation Grant Program (HMGP) for funding. These projects will only be submitted for CDBG-DR funding if they do not receive HMGP funding.

Action Requested:

Approve EC 2023-38 STA-02 in the amount of \$203,782 for Hagerty Consulting, Inc. to assist the Village of Estero in preparing and submitting CDBG-DR Infrastructure Grant applications.

Approve a \$20,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Process and Timeline:

Hagerty Consulting will start working on the grant applications immediately after receiving the executed contract. Village Staff and Hagerty will work together to get the grant application submitted to Lee County by May 24, 2024.

Financial Impact:

The proposed financial impact is \$223,782, contract cost plus 10% contingency.

The project will use unallocated general funds within Fiscal Year 2023-2024 budget to fund this project.

Prepared by: David Willems, P.E.

Attachments:

1. EC 2023-38 STA 02 CDBG-DR Infrastructure Grant
2. Vendor Disclosure Form



Grant Management Services

EC 2023-38

STA No. 02

Project Name: CDBG-DR Infrastructure Grant Applications

Consultant: Hagerty Consulting, Inc.

Alec Usseglio: alec.usseglio@hagertyconsulting.com

Village of Estero Contract No.: 2023-38

Village of Estero Account Number: _____

Brief Description: Assist the Village with CDBG-DR Infrastructure Grant application to Lee County.

Total Fees: \$203,782 NTE

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC 2023-38.

Consultant: Hagerty Consulting, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Village of Estero

By: _____

Name: Steve Sarkozy

Title: Village Manager

Date: _____

Attachments:

Exhibit A – Scope of Services and fees



Task Order Proposal for Hurricane Ian CDBG-DR Public Facilities & Critical Infrastructure Application Support

To: Village of Estero

From: Hagerty Consulting, Inc.

Date: March 13, 2024

Subject: Hurricane Ian CDBG-DR Application Support – Public Facilities & Critical Infrastructure Task Order

This task order proposal outlines the proposed scope of work and cost estimate for Hagerty Consulting, Inc. (Hagerty) to offer Community Development Block Grant Disaster Recovery (CDBG-DR) application support to the Village of Estero, Florida (Village) under the contract for Grant Management Services fully executed by the Village on June 7, 2023, with Hagerty Consulting, Inc.

The following provides an overview of the services to support the Village, along with supporting cost estimates. Per the Village's request, we have identified needed CDBG-DR Public Facilities & Critical Infrastructure application development and technical assistance services. The estimated level of effort is for fifteen (15) weeks of work through June 28, 2024, with a start date of **March 16, 2024**. Additional personnel may be deployed and demobilized on a rolling basis, as needed, over an extended time frame to support the needs of the Village. Hagerty will review the mobilization timelines for initiating each task and the personnel needed to support approved areas with Village project management prior to deploying additional resources.

CDBG-DR Application(s) for Funding Assistance

The Hagerty team will review all program policy and procedure manuals and any supporting materials, forms, and documents used by the Lee County (County) CDBG-DR Public Facilities & Critical Infrastructure Notices of Funding Availability (NOFAs). The Hagerty team will work with the Village to identify projects for potential CDBG-DR funding, provide general CDBG-DR technical assistance, and develop applications for funding to be submitted to the County under the CDBG-DR Public Facilities & Critical Infrastructure NOFAs. Technical assistance and application development support includes overall project eligibility review, scope of work review,



HAGERTY

www.hagertyconsulting.com

CHICAGO
1618 ORRINGTON AVE, SUITE 201
EVANSTON, IL 60201
847-492-8454

project and service area determination, application narrative development, and GIS support. At the request of the Village, the Hagerty team will assist in the submission of the application(s) via the County's required process.

Given the unknown nature of the information and documentation available to develop applications under the CDBG-DR Public Facilities & Critical Infrastructure NOFAs, Hagerty reserves the right to inform the Village that the actual level of effort exceeds the support outlined in this task order.

Request for Information Support

Following the submission of the Village's CDBG-DR applications to the County, and at the request of the Village, the Hagerty team will provide support through the request for information (RFI) process including mapping/GIS, cost estimates, documentation collection, and on-going technical assistance.

Given the unknown nature and complexity of County RFIs and/or potential requests from the Village, Hagerty will inform the Village if the request requires additional resources, or the level of effort exceeds the support outlined in this task order.

Estimated Costs and Positions

Hagerty offers these services on a time-and-materials basis in accordance with the contract's Exhibit B. Labor will be billed on an hourly basis. Travel costs will be billed in alignment with General Services Administration (GSA) Federal Travel Regulations (FTR), and any associated waivers from FEMA, and will not include mark-up.

The projected costs are based on several assumptions associated with the level of effort, level of professionals deployed, forecasted scope, timelines, and deliverables. These are subject to change based on unforeseen circumstances. These include, but may not be limited to, changes in County and HUD policies; individual tasks requested by the Village; and other events.

Our assumptions include, but are not limited to:

- » The Village is requesting the development of five (5) applications for submission to the County's Public Facilities & Critical Infrastructure NOFAs.
- » The success of the development of the deliverables and the timely submission of the completed applications to the County will be dependent on the provision of the supporting documentation requested by Hagerty from the Village within the requested timeframe.
- » The Village acknowledges that application development and other pre-application costs are not reimbursable under one or more of the County's CDBG-DR programs, according to the published NOFAs.

- » Funding under the County's CDBG-DR programs is reimbursement-based, if it is determined these costs are reimbursable. The Village must have the ability to pay for activity costs prior to requesting reimbursement.
- » The Village of Estero acknowledges that the Village will have to assume project costs exceeding the maximum award limit established within each NOFA published by the County for the CDBG-DR programs.
- » The RFI process will total five (5) weeks post-application submission, including back and forth correspondence with the County, if one or more of the Village's submitted applications receive an RFI from the County.

Proposed Not-to-Exceed Value

The proposed not-to-exceed value, based upon the above approved service areas and assumptions outlined with travel costs, is **\$203,782**.

Hagerty's Project Manager or designee will inform the Village as early as possible if, based on Village support requests, it is anticipated that the not-to-exceed value will be reached prior to the end of the proposed project duration.

Project Duration

Hagerty proposes a period of performance through June 28, 2024. The period of performance can be extended or shortened upon written notification from the Village Manager or authorized designee.

Approval/Acceptance

Acceptance of this task order is acknowledged by the following signatures of the authorized representative of the parties to the agreement.

Village of Estero, Florida		Hagerty Consulting, Inc.	
By:		By:	
Name:		Name:	Bradley R. Grining
Title:		Title:	Chief Operating Officer
Date:		Date:	



www.hagertyconsulting.com

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Attachment: Basis of Estimate

Our basis of estimate has been prepared using various assumptions and is presented below for illustration purposes only. Actual results and timing will differ from our basis of estimate.

CDBG-DR Application and RFI Support

Functional Role	Department	Contract Labor Category	Hourly Rate	Weeks	Total Hours	Total: Labor
Project Manager	All Dept.	Senior Project Manager	\$210	15	150	\$31,500
Application Developer	All Dept.	Recovery Consultant III	\$180	15	225	\$40,500
Application Developer	All Dept.	Recovery Consultant III	\$180	15	195	\$35,100
Application Developer	All Dept.	Recovery Consultant II	\$155	15	200	\$31,000
Application Developer	All Dept.	Grants Management Specialist	\$120	10	200	\$24,000
CDBG-DR SME	All Dept.	Subject Matter Expert	\$230	10	100	\$23,000
Project Management Support	All Dept.	Recovery Consultant II	\$155	15	75	\$11,625
					Total: Labor	\$196,725
					Total: Travel	\$7,057
					Total	\$203,782

CN No.: CN 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: _____

Project Name: _____

Please check as appropriate:

☒

I am the sole proprietor/owner. The company is not publicly held.

☐

The company is not publicly held.

The names and addresses of the owners having a greater than 5% interest is attached.

☐

The company is publicly held.

The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: Katie Freeman

Vendor

Printed Name Katie Freeman

Company Name: Hagerty Consulting, Inc.

Date: March 13, 2024

CN No.: CN 2023-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Stephen H. Hagerty, 6 Milburn Place Evanston, IL 60201

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 20, 2024

Agenda Item:

EC 2024-27 Chris-Tel Construction Piggyback Agreement

Motion to approve EC 2024-27 Chris-Tel Construction Piggyback Agreement for Construction Manager At Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Background:

Over the past several years the Village has been working on the planning, design, and permitting of several infrastructure projects. Many of these projects are ready or will be ready to start construction in the coming months.

A potential construction delivery method for these projects is Construction Manager At Risk (CMAR). The Village of Estero does not currently have contracts with firms to provide CMAR services to the Village.

In 2022 Lee County awarded CMAR Annual Services Contracts to several qualified construction firms. The Village of Estero can use any of these firms for the services outlined in the County's agreement through what is known as a piggyback agreement.

Description:

Village Staff is proposing to execute a piggyback agreement with Chris-Tel construction for CMAR services. If executed, this contract would allow the Village to hire Chris-Tel Construction to manage and build smaller projects that are expected to cost less than \$4.5 million for construction.

This agreement does not include any guarantee of work. The Village Council will approve any future assignments of work under this contract.

Action Requested:

Motion to approve EC 2024-27 Chris-Tel Construction Piggyback Agreement for Construction Manager At Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Process and Timeline:

No work is assigned as part of this contract.

Financial Impact:

There are no financial impacts with this agenda item.

Prepared by: David Willems P.E.

Attachments:

1. EC 2024-27 Chris-Tel Construction CMAR Piggyback Agreement

**PIGGYBACK AGREEMENT FOR CONSTRUCTION
MANAGEMENT AT RISK SERVICES**

This Agreement is made on the **20th day of March, 2024** (the “Effective Date”), by and between the **Village of Estero**, a Florida municipal corporation (the “Client”) and **Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction**, a Florida corporation (the “Contractor”), collectively referred to as the “Parties”.

WHEREAS, the Client has determined that it requires certain construction management services for various projects planned for its current and future fiscal years; and

WHEREAS, on September 27th 2022, Lee County, a political subdivision of the State of Florida (“County”) issued RFP # CMR220546NAT (“RFP”) for the purpose of receiving bids for continuing construction management services as further described in the RFP (the “Services”); and

WHEREAS, the Contractor responded to the RFP and County subsequently selected the Contractor as a responsive, responsible bidder; and

WHEREAS, on February 1st 2023, the Contractor and County entered into a Construction Manager at Risk-Annual Services Agreement (the “County Contract”) wherein the Contractor agreed to perform the Services for the County with a Term beginning March 7th 2023 in accordance with the terms and conditions described therein and in subsequent separate project-specific contracts; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by the Code or Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s; and

WHEREAS, the Client’s legal counsel has analyzed the RFP process used by the County and has determined that it was conducted in compliance with Florida Statutes § 255.20 and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to § 2-184(b) of the Village Code; and

WHEREAS, the Client desires to piggyback onto the County Contract for the purposes of receiving the same Services from Contractor as are being provided to County under the County Contract; and

WHEREAS, the Village Manager or designee has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client’s piggybacking onto the County Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Performance of the Services.** The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to County in accordance with the terms and conditions of the County Contract, at the prices specified therein. All references to the “County” or “Lee County” in the County Contract shall, for purposes of this Agreement, mean Client.
2. **Unit Pricing.** The Contractor’s work shall be performed at the same unit prices as are set forth in its Proposal (if any).

3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the County Contract, and as further elaborated in the separate project-specific contract between the Parties awarded pursuant to § 4.2 of the RFP.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to County in the County Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP, (ii) the Contractor's Proposal, and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term; Renewal; Termination. The Term of this Agreement shall commence on the Effective Date, shall have an expiration date of **March 7th 2026** (the termination date established in the County Contract award letter), and may be renewed for up to an additional three one-year terms, which renewals may be exercised by the Client notwithstanding the County's exercise of its own renewal option. This Agreement may be terminated as provided for in the same manner as is set forth in § 26.6 of the RFP incorporated into the County Contract.
7. Staff Title References and Language Substitutes. To the extent the County Contract refers to Project Manager, Project Administrator, or certain other County officials or employees authorized to act under the County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Village Manager, or her/his designee. The following terms in the County Contract are revised as follows:

Section 28 of the RFP incorporated into the County Contract is revised to read:

Contractor shall submit invoices to Client by submitting them to Client, attn: Village Manager, at 9401 Corkscrew Palms Circle, Estero FL 33928. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Section 32 and Special Condition 9.1 of the RFP incorporated into the County Contract, addressing the County's local vendor preference rules, are deleted.

In the event the Scope of Work set forth in any separate contractual work assignment issued pursuant to this Agreement exceeds \$100,000, the Contractor must provide the Client, and file a copy with the Clerk of Court, a payment and performance bond in favor of the Client in the form and manner as set forth in Florida Statutes § 255.05.

Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the County in the County Contract.

In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the Village, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

8. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 Corkscrew Palms Cir., Estero, FL 33928.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:

Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Cir.
Estero, FL 33928

Contractor:

Chris-Tel Construction
Attn: Howard Wheeler, II, President
2534-A Edison Avenue
Ft. Myers, FL 33901

10. Representations; Warranties; Fee Disclosure.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.
- c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

Village of Estero will pay local permits and fees.

The dollar amount or the percentage method or the unit method of all permits or fees listed above which may be required by the Client as a part of this Agreement are:

Village of Estero will pay local permits and fees.

The following is a listing of all other governmental entities that may have additional permits or fees generated by the project:

Such information may vary depending on individual project assignment/scope, and so will be provided at the time of work assignment.

11. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual

assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Client to declare a default of this Agreement.

- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.
- e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- l. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Village of Estero

**Chris-Tel Company of Southwest
Florida, Inc.**

By: _____
Steve Sarkozy, Village Manager

By: _____
Howard Wheeler, II, President

Letter of Award



BOARD OF COUNTY COMMISSIONERS

Kevin Ruane November 21, 2022 (239) 533-8881
District One

Cecil L. Pendergrass Chris-Tel Company of Southwest Florida, Inc. dba Chris-Tel Construction
District Two 2534-A Edison Ave.
Ray Sandelli Ft. Myers, FL. 33901
District Three

Brian Hamman SUBJECT: CMR220546NAT Construction Manager at Risk: Annual Services
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Dear Mr. Wheeler,

The Lee County Board of County Commissioners shall consider the award of Solicitation No. CMR220546NAT, Construction Manager at Risk: Annual Services, to Fourteen (14) firms at the March 07, 2023 public meeting; Chris-Tel Company of Southwest Florida, Inc. is one of the awardees. Individual projects will be awarded on an as needed basis. As projects are approved, the County will issue separate contracts for each project. No work is guaranteed.

By signing below, Chris-Tel Company of Southwest Florida, Inc. agrees to be retained as a Construction Manager at Risk under Lee County CMR220546NAT, Construction Manager at Risk: Annual Services, for a term of three (3) years commencing on March 07, 2023, with an option to renew for up to three additional one-year periods upon mutual written agreement of both parties.

Should you have any questions or concerns please contact Lee County Procurement at 239-533-8881.

**Chris-Tel Company of Southwest Florida,
Inc:**

Lee County:



Signature

Signature of Authorized Official

President

Title

Director of Procurement Management

Title

January 26, 2023

Date

Date

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 533-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER



BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

November 21, 2022

(239) 533-8881

Cecil L. Pendergrass
District Two

Chris-Tel Company of Southwest Florida, Inc. dba Chris-Tel Construction
2534-A Edison Ave.
Ft. Myers, FL. 33901

Ray Sandelli
District Three

Brian Hamman
District Four

SUBJECT: CMR220546NAT Construction Manager at Risk: Annual Services

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Dear Mr. Wheeler,

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

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**Chris-Tel Company of Southwest Florida,
Inc:**

Lee County:

Signature

Signature of Authorized Official

President

Director of Procurement Management

Title

Title

January 26, 2023

Date

Date

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 533-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

RFP CMR220546NAT

Response

CONSTRUCTION MANAGER AT RISK (CMAR) REQUEST FOR PROPOSAL
CMR220546NAT CMAR—ANNUAL SERVICES
LEE COUNTY PROCUREMENT MANAGEMENT
ATTN: NICK TRUEBLOOD, PROCUREMENT ANALYST
2115 SECOND STREET, 1ST FLOOR
FORT MYERS, FLORIDA 33901
DUE: TUESDAY, NOVEMBER 15, 2022 @ 2:30PM



BUILD | RESTORE | PRESERVE

2534-A Edison Avenue | Fort Myers, Florida 33901 | (239) 226-0500 | www.christelconstruction.com

CHRIS-TEL
CONSTRUCTION

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT**

CMR220546NAT: CONSTRUCTION MANAGER AT RISK (CMAR) ANNUAL SERVICES

NOVEMBER 15, 2022



**CHRIS ♦ TEL
CONSTRUCTION**

HOWARD L. WHEELER, II, PRESIDENT

2534-A EDISON AVENUE
FORT MYERS, FLORIDA 33901

T: 239.226.0500

E: HWHEELER@CHRISTELCONSTRUCTION.COM

Introduction

Project RFP Number and Name

CMR220546NAT
Construction Manager at Risk (CMAR) Annual Services

Firm's Name and Address

Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction
2534-A Edison Avenue
Fort Myers, FL 33901

Firm's Contact Person, Phone, Fax and Email Address

Howard L. Wheeler, II, President
Telephone: (239) 226-0500
Fax: (239) 226-0503
Email: hwheeler@christelconstruction.com

How many years has Proposer been in business under present name?

15 years (33 years under preceding names listed below)

Under what other former names has your organization operated?

Chris-Tel Company

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL
CONSTRUCTION



TAB 1

QUALIFICATIONS OF FIRM

1: QUALIFICATIONS OF FIRM

RECENTLY COMPLETED PROJECTS



Rosa Parks Transportation Center



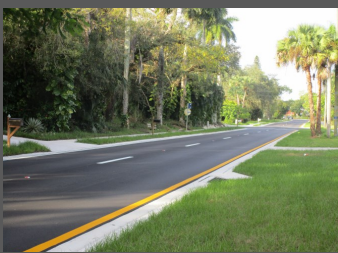
Lakes Regional Library Renovations



Boca Grande Pavilion



Lee County Historic Courthouse



CFM Second St. Utility Improvements

FIRM QUALIFICATIONS

Chris-Tel Construction is a locally owned and operated Construction Management firm based in Fort Myers, Florida. Our firm's headquarters is located at 2534-A Edison Avenue, which is in the heart of Lee County.

We specialize in horizontal and vertical construction and have a diverse portfolio of projects consisting of new construction, building additions, roadway improvements, and interior/exterior renovations. The firm was established in 1989 by principal, Howard Wheeler, II, and has grown to 46 full-time employees. Since inception, Chris-Tel has been serving local municipalities and educational institutions in a continuing services capacity and has completed numerous community and high profile projects in the area; We currently hold continuing services contracts with *Lee County, Collier County, Hendry County, the City of Fort Myers, the School District of Lee County, the Lee County Port Authority, and Florida Gulf Coast University.*

Chris-Tel Construction provides a client-oriented approach to managing projects that includes site development/evaluation, preconstruction, construction management and close-out/commissioning. Our expertise in preconstruction and construction management combined with a total team commitment allows for continuous success on every project.

At Chris-Tel, we believe in cultivating a culture of like minded individuals who are committed to establishing and engaging in long-term relationships built upon the principles of integrity, dedication, quality craftsmanship and unwavering work ethic. Every project we manage is approached with this same philosophy which allows our firm to continue to provide unmatched quality and construction management services to our clients and communities in Southwest Florida.

PROVEN EXPERIENCE

Chris-Tel Construction has the overall knowledge and experience to complete the various projects awarded under this continuing services contract for the County. We understand that projects awarded under this contract may include new construction, demolition, site work, interior/exterior renovations, underground utility projects, road construction projects, and mitigation projects under \$4M likely involving quick turnaround times. We are no stranger to this type of work and have completed many similar projects under continuing services contracts for Lee County and other public entities. Due to our firm's experience, we are able to provide the County a successful means and methods strategy for completing these quick turnaround projects on time and within budget.

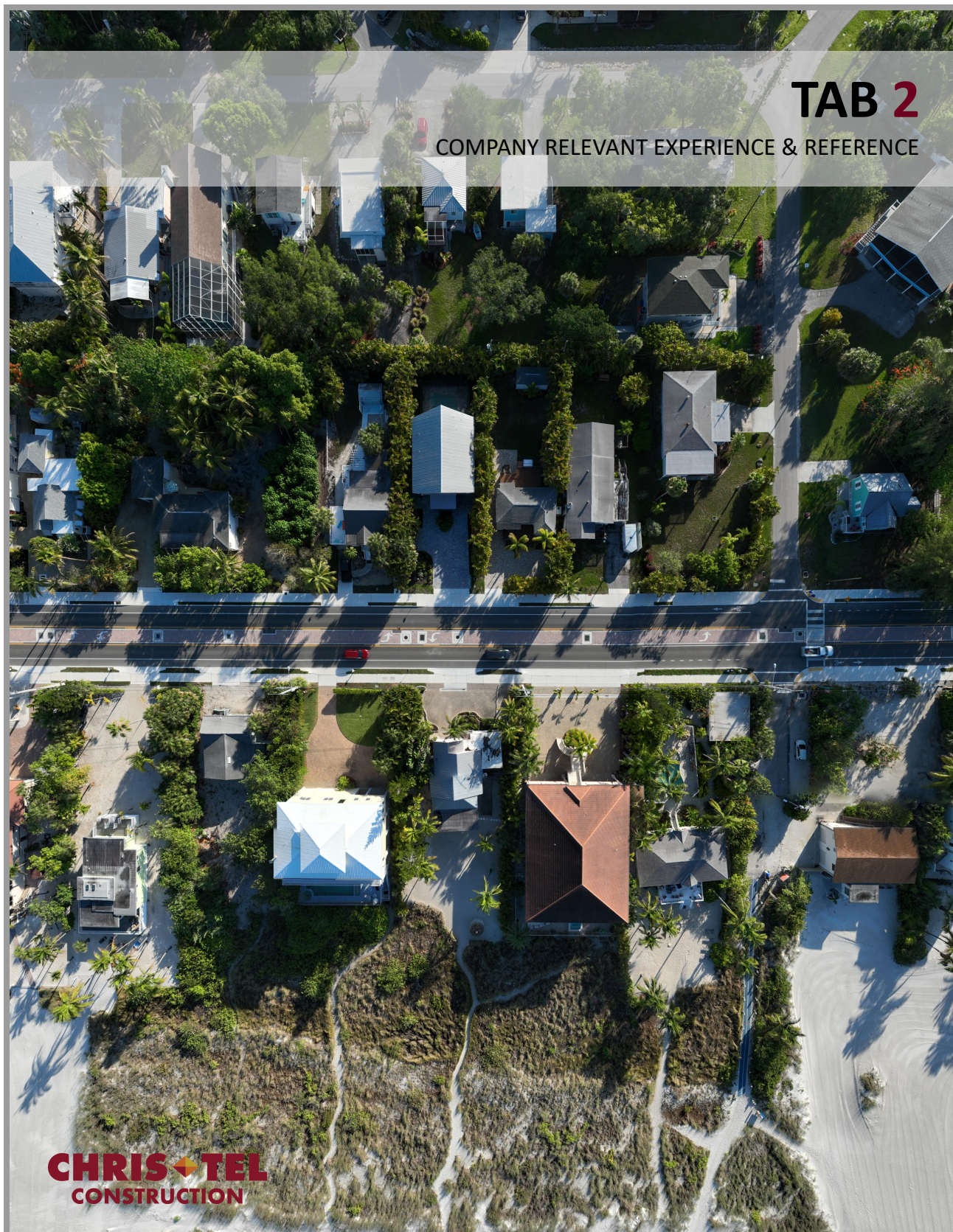
Additionally, having completed many Lee County projects over the course of our firm's 33 years in business, we are familiar with the policies, processes, and staff at the County which will prove invaluable to the successful completion of the various projects awarded to our firm.

FIRM CAPACITY AND RECENT/PROJECTED WORKLOAD

Chris-Tel Construction is staffed, prepared, and available to deliver construction manager at risk services to Lee County in a continuing services capacity. Depending on the project awarded under this continuing services contract, we are prepared to staff each project with our most experienced and relevant team member(s) in order to provide the quality construction management services that Lee County expects.

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL
CONSTRUCTION 1

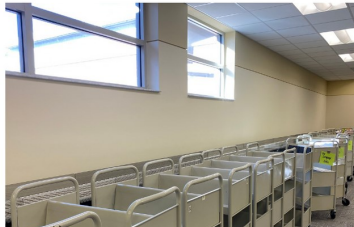


2: COMPANY RELEVANT EXPERIENCE & REFERENCE

LEE COUNTY GOVERNMENT

LAKES REGIONAL LIBRARY RENOVATION

FORT MYERS, FLORIDA



PROJECT ADDRESS

15290 Bass Road
Fort Myers, FL 33919

CLIENT CONTACT

Scott Musheff,
Project Manager,
Lee County Government
(239) 533-8505
smusheff@leegov.com

INITIAL COST

\$1,473,023

FINAL COST

\$1,145,494

OF CHANGE ORDERS

Two (2) - Deductive
Change Orders

INITIAL COMPLETION DATE

March 2020—October 2020

FINAL COMPLETION DATE

October 2020

Chris-Tel Construction was selected to provide Construction Manager at Risk services to Lee County for the interior renovations at Lakes Regional Library in Fort Myers, Florida.

The scope of work for the project included selective demolition, framing and drywall work, acoustical ceilings, doors, miscellaneous plumbing, electrical, and HVAC upgrades, storefront glass partitions, paint, new carpet, ADA upgrades to the restrooms, new cabinetry and countertops and new AMH book drop system.

Construction took place on an occupied campus under strict supervision. In order to minimize disruption to the Library's normal business operations, construction was completed at night. The project was successfully completed in October 2020 and came in on time and under budget.

Statement of Understanding: Chris-Tel Construction understands that the County reserves the right to evaluate our firm on our past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of our experience criteria.

WHY RELEVANT

- CMAR Delivery Method
- Lee County Project
- Continuing Services Contract
- Less than \$4M
- Similar Scope of Work

CHRIS-TEL
CONSTRUCTION 2

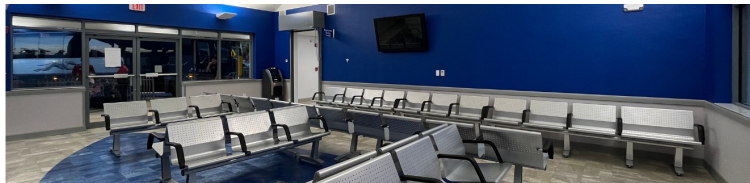
[CMR220546NAT - CMAR Annual Services]

2: COMPANY RELEVANT EXPERIENCE & REFERENCE

LEE COUNTY GOVERNMENT

ROSA PARKS TRANSPORTATION CENTER EXPANSION

FORT MYERS, FLORIDA



PROJECT ADDRESS

2250 Widman Way
Fort Myers, FL 33919

CLIENT CONTACT

Cindy Sylvester, Project
Manager,
Lee County Government
(239) 533-8534
csylvester@leegov.com

INITIAL COST

\$3,220,978

FINAL COST

\$3,220,978

OF CHANGE ORDERS

One (1)

INITIAL COMPLETION DATE

October 2021—June 2022

FINAL COMPLETION DATE

June 2022

Located in the heart of downtown Fort Myers, The Rosa Parks Transportation Center was built over 20 years ago. Due to the age of the facility along with the increase in population over the past couple of years, renovations and expansion became necessary.

Chris-Tel Construction was selected to provide Construction Management at Risk services to Lee County for the expansion and renovations to the facility which were made possible through grant money received from the Florida Department of Transportation in the amount of \$6 million. The project added a total of four new bus berths to the facility; two located on Hendry Street and two on Widman Way.

Additionally, this project included interior renovations to the facility and ADA improvements to the restrooms. Interior renovations included I.T. upgrades, complete restroom remodel, new breakroom, and lobby improvements. Throughout construction, the facility remained open to the public and normal operations were maintained so that passengers were not negatively impacted.

Statement of Understanding: Chris-Tel Construction understands that the County reserves the right to evaluate our firm on our past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of our experience criteria.

WHY RELEVANT

- CMAR Delivery Method
- Lee County Project
- Less than \$4M
- Similar Scope of Work

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CHRIS-TEL 3
CONSTRUCTION

2: COMPANY RELEVANT EXPERIENCE & REFERENCE

CITY OF FORT MYERS

RANSOM STREET/SUNSET PLACE UTILITY IMPROVEMENTS

FORT MYERS, FLORIDA



PROJECT ADDRESS

Ransom St. & Sunset Place,
Fort Myers, FL 33901

CLIENT CONTACT

Elaine Capps,
Project Manager,
Lee County Government
(formerly with the City of
Fort Myers)
(239) 533-8518
ecapps@leegov.com

INITIAL COST

\$1,150,695

FINAL COST

\$1,213,923

OF CHANGE ORDERS

One (1)

INITIAL COMPLETION DATE

January 2017—January 2018

FINAL COMPLETION DATE

August 2017

Chris-Tel Construction was selected to perform Construction Management at Risk services for the City of Fort Myers under a continuing services contract to replace the outdated infrastructure on both Ransom Street and Sunset Place, neighborhood roads located between McGregor Boulevard and US 41.

This project involved the installation of new sanitary gravity sewer systems in the center of the roadway, relocation of the connections to the existing homes, installation of new sewer clean-outs and laterals.

In addition to the new sanitary sewer system installed on both Ransom and Sunset, improved drainage was included in the scope and consisted of new storm drain lines, new catch basins, new and properly graded swales in lieu of pipe lines to convey storm water run-off.

All residential driveways were removed and replaced as well as existing sidewalks. Both Sunset Place and Ransom Street received completely new roadways, pavement markings, and crosswalks.

Statement of Understanding: *Chris-Tel Construction understands that the County reserves the right to evaluate our firm on our past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of our experience criteria.*

WHY RELEVANT

- CMAR Delivery Method
- Continuing Services Contract
- Less than \$4M
- Similar Scope of Work

CHRIS-TEL
CONSTRUCTION 4

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TAB 3

FIRM PLAN OF APPROACH

CHRIS-TEL
CONSTRUCTION

3: FIRM PLAN OF APPROACH

3. Plan of Approach

Chris-Tel Construction understands the unique capabilities and laser focus aptitude a Construction Manager should possess in order to successfully complete any project under a continuing services contract. Projects under contracts such as these typically have very tight turn-around schedules and more often than not, are going on simultaneously. The client has tight deadlines with strict schedules to meet due to time, money, staff, stakeholders or weather. We understand all of the nuances of these types of contracts and have structured our firm in a way to be able to handle any project, no matter the dollar size.

In order to complete projects under this contract successfully, our team will derive the critical aspects of each project to effectively manage and exceed the County's expectations. The critical aspects include:

- ◆ Establish and maintain the project budget
- ◆ Create and adhere to a master schedule
- ◆ Maximize local subcontractor and vendor partner participation to include DBE/WMBE firms
- ◆ Engage and unify field operations and staff
- ◆ Make safety the number one priority
- ◆ Provide a quality product to the County

Preconstruction Phase/Bid and Award Phase:

During the *Preconstruction Phase*, our team will review the summary of work, project plans and technical specifications provided by the County and the design professionals and then devise a scope sheet needed for the project. In many cases, we will conduct an onsite pre-bid meeting with interested subcontractors in order for them to have a full understanding of the project parameters, the environment in which they will be working and an awareness of the County's goals and objectives.

Chris-Tel Construction has a myriad of subcontractors—including DBE and MBE firms—that we work with and will invite to bid on the project(s). We will send out invitations to bid through *iSqft* to all prequalified subcontractors in our database. When we send out invitations to bid, we provide explicit deadlines to ensure that our firm can provide the County with a Guaranteed Maximum Price (GMP) in a timely manner. Our prequalification process for our subcontractors and vendors ensures that any subcontractor bidding our projects has provided the appropriate licenses, insurance certificates, E-Verify documentation and bonding information if applicable.

Once the bids are received, our Project Manager will review them for accuracy and completeness. We will scope the bids received for an "apples to apples" comparison and verify the quantities against the preliminary budget estimate provided by the County. This will determine if budget adjustments need to be made when finalizing the GMP. If the bid pricing is much higher than originally estimated, we can then explore more value engineering options that will not sacrifice quality of the project. This, in conjunction with cost saving options from the subcontractors, will eliminate the need to alter the County's original budget and will produce an accurate GMP for the project.

The GMP is our baseline throughout the entire project and is carefully monitored by our team. Our Project Manager and accounts receivable staff will work together to manage the pay application process for the County and will be able to see if any adjustments need to be made throughout construction to keep the budget on track.

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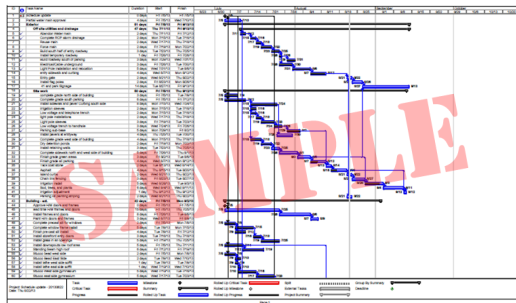
CHRIS-TEL 5
CONSTRUCTION

3: FIRM PLAN OF APPROACH

Construction Schedule:

Each project will be assigned a Project Manager and Superintendent to oversee the successful completion of the project. These individuals are responsible for providing general direction of the work, making sure to adhere to the working drawings and specifications within the allotted budget. They are also responsible for monitoring the progress of the various subcontractors.

Once the bids have been received and the GMP is established, our project team will begin preparing the construction schedule. Creating a detailed schedule helps to streamline the project and other critical related work tasks. Input is received from all key stakeholders and incorporated into the project schedule. The construction schedule is a realistic and attainable timeline that shows the critical delivery items and milestones necessary to meet the overall completion date required by the County. The initial schedule is created in the design phase of the project. Once construction begins, the schedule will be monitored daily and adjusted accordingly if needed. We understand that it is our responsibility as the Construction Manager to adhere to the construction schedule to ensure successful completion of project(s) on time and within budget.



Sample Master Schedule showing long lead items and critical paths.

Construction Phase:

The preconstruction phase will transition seamlessly to the construction phase with the issuance of the 100% construction documents, implementation of the GMP, awarded subcontract agreements in place and background checks/security clearance completed. Once the construction phase begins, the emphasis will be on continued communication with key stakeholders. During construction, our team will schedule meetings with the County before the project assigned would begin in order to completely understand what the project entails. For the duration of the project, our staff will be in constant communication with the County and the back of house administrative team in

order to provide a transparent and clearly communicated process throughout. This can and will include weekly meetings with the County and subcontractors assigned to review the schedule during construction so that each aspect of the project is clearly defined with dates and milestones. We find that this streamlined communication prevents any misunderstandings or confusion during construction.

Chris-Tel will retain the same level of service from the same team members to ensure the integrity of the project team is not compromised. Once we have staff vested in the project, we keep them with the project for the duration. This provides for a deeper level of project understanding, solid team relationships and ownership of the roles we each hold as the project moves from design, to construction and completion.

It will be Chris-Tel's collective goal to provide the County the best overall service possible for the projects awarded under this contract. Our staff brings significant experience to the County on similar projects as well as a proven track record on smaller dollar amount projects with quick turn around timeframes. The Chris-Tel team will be proactive during both the design phase of the project as well as the complete construction phase by maintaining constant communication with all key stakeholders throughout the project lifecycle and organizing and attending meetings with the County staff to clearly establish expectations, requirements and processes during construction. The collective goal will be to complete the project per the design within the established GMP and master schedule developed during the pre-construction phase and followed through the construction phase.

With projects of this nature, several aspects will be considered early on in the construction phase. These aspects include, but are not limited to:

- ◆ Long lead items incorporated into the design and construction schedule
- ◆ Permitting requirements and timeline to be incorporated into the design and construction schedule
- ◆ Construction sequencing to maximize County's anticipated timeline
- ◆ Overall public safety during construction
- ◆ Construction ingress and egress to ensure safety and security at all times

3: FIRM PLAN OF APPROACH

Construction Phase Continued:

During the construction phase, we understand that our role will be to manage the project and the subcontractors on-site while maintaining the budget, schedule, and quality of work being performed. We have an established relationship with the County and County staff and have a complete understanding of their policies and procedures.

Our key responsibilities with regards to this project during construction is to provide on-site construction administration, supervision and coordination. This includes scheduling weekly job site meetings with the County, the Architect/Engineer, and the Contractor (as well as subcontractors if necessary) to communicate long lead items, construction schedules, and monitor the adherence to safety programs and quality control. For the duration of the project, our staff will be in constant communication with the County and back of house administrative team in order to provide a transparent and clearly communicated process throughout. Our Project Manager and Superintendent will be involved at the onset of the project and will manage all aspects of the project from preconstruction to close out. The Superintendent assigned to the project will be on-site 100% of the time and will be the single point of contact for the County.

Throughout construction, we will continue to implement our firm's robust Quality Assurance and Quality Control program which includes quality audits, reviews and spot checks for all stages of the construction process. Alongside our Quality Assurance and Quality Control program we will continually implement our firm's "P.A.R.T" Safety Program to ensure that all OSHA regulations and state mandated requirements are being adhered to.

Project Management:

Effective project management comes from a skilled and experienced staff coupled with the right tools for the job.

We utilize the latest in computer-based project management and information system capabilities. This enables our staff to communicate with the subcontractors and Owners while effectively managing each job with real time data from preconstruction to close out.

Viewpoint by Vista: Used for our payment applications and project details.

Blue Beam Revu®: To allow for integration of shop drawings from subcontractors and design teams as well as eliminate any confusion.

E-Takeoff: To enable the most accurate quantity pricing available as well as estimating and plan review.

iSqft: This program provides an electronic way of keeping track of bid invites, declinations, project documents and responses.

Autodesk Build: In order to collect project data such as photos, daily reports, notes and changes.

Microsoft Project/Phoenix: Used to develop construction schedules with milestones, start and stop dates as well as a critical path method of construction.

iAuditor: Mobile application that allows for OSHA standard reporting, site checks and safety tools that our team can include in any project documentation.

BIM 360 & PlanGrid: We utilize BIM 360 and PlanGrid technology during the preconstruction phase to provide design assistance and coordination with the chosen design team, which makes for a seamless transition from design intent to field layout.

These software systems, management applications and latest in technology allow more controlled cost forecasting and budgeting, detailed project cost reporting, real time data, electronic submittals of RFI's and an overall better communication method from Construction Manager to subcontractor, Owner and design team.

Warranty & Close Out:

As construction advances, the continued monitoring of the project will be completed on multiple fronts. Daily reporting of the project will ensure accurate and timely documentation of work completed, real time schedule updates and monitoring. Monthly reporting on budget and GMP position to include contingency use and milestone monitoring for project progression. As the project nears completion, the warranty log will be developed along with the project warranty process. At the end of the project, the Project Handbook will be developed and provided as part of the close out documents to the County. The handbook will include the approved submittals for all materials installed, any applicable operation and maintenance manuals, as-built drawings, standard maintenance processes and complete inventory of spare parts to be provided to the County. Being a truly local firm, we have the ability to provide prompt response to warranty items alleviating any unscheduled costs to the Owner. Our firm will be actively engaged in the project through the close out period to ensure the project is turned over with all punch list items closed, warranty issues resolved, and the project is turned over to the County in its entirety.

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CHRIS-TEL
CONSTRUCTION 7



4: PERSONNEL

Chris-Tel Construction - Assignments and Responsibilities

Chris-Tel Construction will serve as one of the County's on-call Construction Management firms for the various projects to be awarded under the continuing services contract. With a seasoned staff of 46 full time employees, Chris-Tel Construction has the capacity to take on this contract for the County. Our team is comprised of individuals who each offer specific knowledge and have the professional experience to provide a lessons learned and best means and methods approach to successfully complete each project on time and within budget.

Our firm has tripled in size since 2015 with regards to number of staff and portfolio. This growth however has not changed our culture nor our relationships with our clients. We are local, available and involved from the top down on every project and have the staff at the ready no matter the need of the client. Our firm has all of the capacity of a large corporation without the "corporate feel". This structure allows us to provide the County with owner involvement, complete transparency, and on the spot decision making.

Chris-Tel Construction is proposing a project team with over 200 years of combined construction experience. Our team of professionals have substantial experience working on continuing services contracts. The level of expertise and experience our team brings to Lee County is unmatched and will prove invaluable regarding construction management to include constructability, means and methods, historical cost analysis, budget, scope development, plan review, scheduling, planning, and overall sound construction management practices.

Principal-in-Charge — Howard L. Wheeler, II

As Founder and President, Howard is in complete charge of every phase of Chris-Tel Construction. As a native Floridian and a third generation contractor in the Fort Myers area, he brings a lifetime of construction acumen and a genuine understanding of the particular construction demands in Southwest Florida. Howard founded Chris-Tel Construction in 1989 and provides executive administration for projects collectively totaling more than \$500 million in value. Because he works and plays in his hometown, Howard exemplifies community involvement in his endeavors with charitable organizations and other local community groups in and around Southwest Florida.

Manager, Construction Operations — Durward Hussey

Durward Hussey is the Manager of Construction Operations here at Chris-Tel, and will serve as the General Superintendent/Project Executive. He oversees all construction for our firm and has extensive experience managing projects for Lee County. He will be on hand to assist the Project Manager with cost control, schedule, project administration and will attend Owner meetings as needed.

Cost Estimator — Sean Smiley

Sean has 17 years of construction industry experience throughout Southwest Florida and the Northeast United States. As Estimator, Sean will determine the GMP for each project using historical cost analysis and subcontractor input regarding fair market values. He will work to identify LEED certification requirements and assist with local and DBE/MBE vendor participation.

Senior Project Manager — Alex Maziekas

Alex will perform the role of Senior Project Manager and will be on hand to assist the Project Manager with all aspects of construction. Alex has over 20 years of experience in construction and has been with the firm for 4 years now. He has been an integral part of many large projects including the Gasparilla Inn and Beach Club Expansion, Lehigh Senior High School addition, and most recently the Cypress Cove Re-Roof.

Project Director/Manager — Tobey Schneider

Tobey will perform the role of Project Manager and will be responsible for directing, coordinating, and administering all aspects of the services to be provided and performed for each project awarded under this continuing services contract. Within his role as Project Manager, he will manage the construction administration documentation, assist with bidding and subcontractor awarding, coordinate subcontractor participation and will attend all Owner meetings. Tobey has over 35 years of experience in construction and has been with the firm for three years now. He has been an integral part of managing projects for Lee County through our existing continuing services contract.

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CONSTRUCTION

4: PERSONNEL

Senior Superintendent — Eric Schneider

Eric has over 35 years of experience in the construction industry. As Senior Superintendent, Eric will conduct regular site visits to assure schedule adherence, safety, and quality control. He will be on hand to assist the site Superintendent with day-to-day operations and management of the subcontractors as needed.

Superintendent — Ricky Messman

Ricky has over 35 years of experience in the construction industry. His responsibilities as Superintendent include overseeing subcontractors on the jobsite, providing field management related to plans, specifications and schedules, allocating resources, and organizing weekly coordination meetings. His experience with construction, plan review, field inspection and reporting allow him to be an asset to the client throughout the construction process.

Scheduler — Joe Perkins

Chris-Tel Construction employs a full time project scheduler to develop and monitor the project schedules in conjunction with the entire project team. During preconstruction, Joe will create the master schedule with input from all key stakeholders, identifying long lead items and the critical path. Throughout construction he will monitor the schedule and make any adjustments needed in order to ensure on time delivery.

Project Coordinator — Sarah Feakins

Sarah will perform the role of Project Coordinator during both preconstruction and construction. Her responsibilities will include bid invitations, subcontractor pre-qualification processes, permit coordination, project documentation and coordination from preconstruction to close out.

Accounting — Andrea Klingensmith

Andrea will be responsible for all of the accounting throughout the duration of all Lee County projects. This entails setting up the project(s) in our accounting/billing system, payment coordination documentation with Lee County, maintaining communication with County staff regarding pay applications, and change orders.

Building Information Modeling (BIM) — Matt Carland

Matt is our in-house Building Information Modeling (BIM) and Virtual Design and Construction (VDC) Manager. His role includes production of 3D models and visualizations for constructability review, functionality, MEP coordination and overall layout of our projects prior to construction.

Safety and Compliance — Alba Gonzalez

Alba is responsible for the overall compliance and safety of our projects. She will assist the Project Manager and Superintendent in the field and will be coordinating and carrying out site visits to ensure OSHA compliance and safety, conducting on-site training if needed and compiling documentation for monthly Project Management Information System (PMIS) reporting for the County and OSHA.

Public Information Officer — Molly Scott

Molly has 20 years of experience in Marketing, Public Relations and Customer Service. Her role throughout this continuing services contract will be to work with the County in raising awareness, providing information and helping to maintain a transparent construction process. She will assist with groundbreaking ceremonies, ribbon cuttings, press releases, social media marketing, project websites, etc.

Statement of Acknowledgement:

The team members proposed for the continuing services contract for Lee County includes all employees and administrative staff that will manage and coordinate the various projects awarded to our firm under this contract. Each proposed team member is knowledgeable and can offer specific insight based on the scope of work. Chris-Tel will retain the same level of service from the same team members to ensure the integrity of the project team is not compromised. Once we have staff vested in the project, we keep them with the project for the duration. This provides for a deeper level of project understanding, solid team relationships and ownership of the roles we each hold as the project moves from design, to construction and completion. *We understand and acknowledge that the project management team/key team members listed above will be assigned to the Lee County contract and shall not be substituted without the expressed permission of Lee County.*

Resumes

Please see attached resumes.

HOWARD L. WHEELER, II | PRESIDENT / PRINCIPAL-IN-CHARGE

As President of the firm, Mr. Wheeler will serve as the **Principal-In-Charge** with regards to contract negotiation, subcontractor contracts, project administration, cost control and pre-construction services for the project. He will attend owner meetings as needed and his position on the team is Value Added to the County.

EDUCATION/QUALIFICATIONS

Edison State College
35 Years of Experience
33 Years with Chris-Tel Construction

CERTIFICATIONS

Certified General Contractor
State of Florida (Lic. CGC 038604)
Certified Solar Contractor
State of Florida (Lic. CVC 56963)
Certified Renovator—Lead Safe Rehabilitation
Education & Preservation (R.E.A.P.) Certified
Historic Craftsman

REPRESENTATIVE EXPERIENCE | Partial Listing**Continuing Services Contract—Various Lee and Collier Counties**

CMAR services for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Estero Boulevard Improvements | Fort Myers Beach, Florida

Provided CMAR Services to Lee County Government for the Estero Boulevard Improvements project along Fort Myers Beach. The multi-phase project consists of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass bridge. The scope of work includes installing 4 miles of 18-inch diameter fusion welded pressure pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild of the roadway from right-of-way to right-of-way.

Lakes Regional Library | Fort Myers, Florida

Provided CMAR services to Lee County for the interior renovations at Lakes Regional Library. Scope of work for the project included selective demolition, framing and drywall work, acoustical ceilings, doors, miscellaneous plumbing, electrical, and HVAC upgrades, store-front class partitions, paint, new carpet, ADA upgrades to the restrooms, new cabinetry and countertops and new HMA book drop system.

North Fort Myers Recreation Center | North Fort Myers, Florida

Provided CMAR services for the new construction of 35,000 SF rec center complete with gymnasium, meeting rooms, multi-purpose space, outdoor pavilion and catering kitchen.

Riverdale Library | Fort Myers, Florida

Provided CMAR services for the renovation of the Riverdale library building to include addition and meeting room space.

Lee County Justice Center Proper Plumbing Replacement | Fort Myers, Florida

Replacement of existing domestic copper water lines, existing cast iron sewer lines and bringing all bathrooms into current ADA compliance within and throughout the Justice Center Proper and Annex building

Terry Park Renovation | Fort Myers, Florida

Chris-Tel Construction was selected to perform various renovations to the facility under a continuing services contract with Lee County. Construction was carefully coordinated to ensure public safety and adherence to the project delivery schedule. The scope of work provided by our firm included site development including underground utilities, drainage and new sod installation; shade structures, decorative and chain link fencing and bollards / flag pole implementation; new entryway pavilion and concrete plaza between fields with enhanced landscaping; new concessions building, food court and restroom facility; transformation of the existing tournament building into a press box and office space for tournament organizers and officials; relocation of batting cage; covered seating; paved and grass parking for patrons; bus parking for larger tournaments; and multi-purpose fields.

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CONSTRUCTION

DURWARD HUSSEY | MANAGER OF CONSTRUCTION OPERATIONS

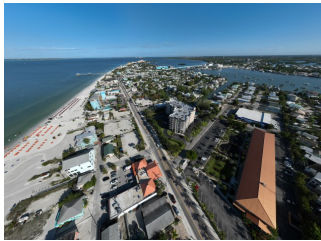
As **General Superintendent/Project Executive**, Mr. Hussey will assist with overseeing the operations of this contract. Durward has thirty-five (35) years of construction industry experience, mostly in Southwest Florida. He has been actively involved in Senior level Project Management, and Consulting Services for commercial and industrial projects and is an expert at providing advisory services on facilities development and construction projects.

EDUCATION/QUALIFICATIONS

B.S./B.A. Geology/Chemistry,
Emory University
40 Years of Experience
2 Years with Chris-Tel Construction

CERTIFICATIONS

Certified General Contractor
State of Florida (Lic. CGC 1508235)
Certified Building Contractor
State of Florida (Lic. CBC034330)
Certified Roofing Contractor
State of Florida (Lic. CCC1325562)

**REPRESENTATIVE EXPERIENCE | Partial Listing****Estero Boulevard Improvements | Fort Myers Beach, Florida**

Provided CMAR Services to Lee County Government for the Estero Boulevard Improvements project along Fort Myers Beach. The multi-phase project consists of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass bridge. The scope of work includes installing 4 miles of 18-inch diameter fusion welded pressure pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild of the roadway from right-of-way to right-of-way.

**Gasparilla Inn and Beach Club Expansion Project – Phase I & II | Boca Grande, Florida**

Providing CMAR services for the multi-phased construction of new facilities at the Gasparilla Inn and Beach Club to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio. Phase II will include renovations and expansion to the Beach Club, the pool and construction of two new pool facilities for guests and members.

The Preserve Clubhouse | Alva, Florida

Provided 3D modeling, clash detection and virtual design for the construction of The Preserve Clubhouse and associated amenities such as the pool and the pool deck/lounge area located in Lake Suzy, Florida (Charlotte County). Being Florida's newest 55+ community, The Preserve will boast a 15,000 SF clubhouse, walk-in swimming pool, spa and fitness center as well as bocce, tennis and pickleball courts.

**Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida**

The School District of Lee County selected Chris-Tel Construction to provide Construction Manager at Risk services for the construction of a new 20,000 SF academic building and interior renovations to the media center, clinic, administrative area, dance studio, culinary space and classrooms on the existing campus to make room for an influx of 500 student stations.

Cypress Cove Re-Roof | Fort Myers, Florida

Cypress Cove selected Chris-Tel Construction to provide Construction Manager at Risk services for the 526,000 SF re-roof project encompassing 16 buildings and 18 carports on the 48-acre fully occupied Cypress Cove campus. The project included an initial schedule of 15 months but resulted in a 12-month completion. The entire campus is consistent with the white standing seam metal panel roofs.

**Punta Gorda Historic Train Station | Punta Gorda, Florida**

Chris-Tel Construction was selected to provide Construction Manager at Risk Services to the historic Punta Gorda train station, originally built in 1928. The scope of work for this project included roof replacement, window restoration, door and hardware restoration, as well as fascia replacement, lead abatement, knee brace repairs, soffit and decking repairs, floor restoration, custom stairs, and fresh paint.

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CHRIS-TEL 11
CONSTRUCTION

SEAN SMILEY | ESTIMATOR

As **Estimator**, Mr. Smiley will determine the GMP using historic cost analysis and subcontractor input regarding fair market values. He will also work to identify LEED certification requirements and assist with local and DBE/MBE vendor participation.

EDUCATION/QUALIFICATIONS

B.S., Building Construction Management
University of North Florida, Jacksonville
20 Years of Experience
5 Years with Chris-Tel Construction

CERTIFICATIONS

OSHA 30 Hr. Certification
ACI Compressive Strength Testing Technician
FDOT Concrete Field Inspector, Level 1
Member of Sigma Lambda Chi International
Construction Honor Society

**REPRESENTATIVE EXPERIENCE | Partial Listing****Sanibel Library Renovation | Sanibel, Florida**

Provided CMAR services for the multi-phased, \$4.5M renovation of Sanibel Library. Scope includes new elevator shaft, remodel of existing meeting room and office space, new computer lab, renovation of existing library displays and flow, lounge spaces, new windows, fire suppression system, new HVAC and electrical duct work and controls, new chiller and exterior renovation.

Student and Community Counseling Center | Fort Myers, Florida

Provided CMAR services for the construction of a new, three-story, 28,000 SF facility for counseling and mental health services; LEED® Certified Platinum project.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida

CMAR services for the construction of a new 40,000 SF industrial distribution and warehouse for aviation supplies, parts and components.

Cypress Cove Villas | Fort Myers, Florida

New construction of 14-villa home expansion for Cypress Cove at HealthPark Florida, Inc., The multi-million dollar project features concrete block, two and three bedroom independent living homes on a 48-acre site on the South Fort Myers Campus.

Cypress Cove Re-Roof | Fort Myers, Florida

Cypress Cove selected Chris-Tel Construction to provide Construction Manager at Risk services for the 526,000 SF re-roof project encompassing 16 buildings and 18 carports on the 48-acre fully occupied Cypress Cove campus. The project included an initial schedule of 15 months but resulted in a 12-month completion. The entire campus is consistent with the white standing seam metal panel roofs.

Punta Gorda Historic Train Station | Punta Gorda, Florida

Chris-Tel Construction was selected to provide Construction Manager at Risk Services to the historic Punta Gorda train station, originally built in 1928. The scope of work for this project included roof re-placement, window restoration, door and hardware restoration, as well as fascia replacement, lead abatement, knee brace repairs, soffit and decking repairs, floor restoration, custom stairs, and fresh paint.

Hendry County Courthouse Historic Restoration | LaBelle, Florida

Provided CMAR services to Hendry County for the historic restoration of the Hendry County Courthouse. Scope of work included complete brick restoration and tuckpointing on the exterior of the courthouse, roof replacement, historic column and cast stone repairs, iron remediation, mechanical and electrical repairs and reconfigurations.

FGCU North Village & South Village Housing | Fort Myers, Florida

Preconstruction Services for the construction of Phases 2-7 of the North Village Student Housing, Palmetto Hall, Osprey Hall, Everglades Hall and Biscayne Hall as well as the Central Energy Plant, the access road and bridge for the South Village.



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CHRIS-TEL 12
CONSTRUCTION

JOE PERKINS | SCHEDULER

As **Scheduler**, Mr. Perkins has over thirty (30) years in project management. His extensive usage and knowledge of various scheduling software applications provide an immense value to each client's needs based on the critical path methods determined for each project.

EDUCATION/QUALIFICATIONS

A.S., University of Kansas, College of Engineering
32 Years of Experience
3 Years with Chris-Tel Construction

CERTIFICATIONS/EXPERTISE

Primavera P3, P6
Tilos March Charts
SureTrak
Phoenix
Vista by Viewpoint
Microsoft Project

**REPRESENTATIVE EXPERIENCE | Partial Listing****The Preserve Clubhouse | Alva, Florida**

Provided 3D modeling, clash detection and virtual design for the construction of The Preserve Clubhouse and associated amenities such as the pool and the pool deck/lounge area located in Lake Suzy, Florida (Charlotte County). Being Florida's newest 55+ community, The Preserve will boast a 15,000 SF clubhouse, walk-in swimming pool, spa and fitness center as well as bocce, tennis and pickleball courts.

Gasparilla Inn and Beach Club Phase I and II | Boca Grande, Florida

Multi-phased construction of new facilities to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio, renovations and expansion to the Beach Club, the pool and construction of two new pool facilities.

**Estero Boulevard Improvements | Fort Myers Beach, Florida**

Multi-phased roadway and infrastructure improvements project consisting of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass Bridge. Scope includes installing new force main pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild the roadway from the right-of-way.

**Eastern Metal Supply Addition | Fort Myers, Florida**

Construction of a 90,000 SF addition for a local windows and doors manufacturer and distribution center in Fort Myers, Florida. Concrete slab super flat flooring with steel structure to match and mimic existing 172,000 SF facility. Project included additional dock bays, office space, breakroom and storage.

Utility Expansion Project | Cape Coral, Florida

Provided baseline and working resource loaded project master engineering and construction schedule for multi-phased utility expansion project to include water, wastewater and irrigation.

**Lead Scheduler and Cost Controls Administration:**

Duke Power—Eight (8) Gas-fired Power Stations
Enbridge Energy Company—Eastern Access Pipeline Project
Trow Energy Services—Keystone XL Pipeline Project
Valero—Expansion projects in Texas
Jacobs Engineering-Total Longhorn II Project and CP Chem Ryton Expansion Project
PG&E National Energy Group—Covert, MI Power Plant
BP—Toledo, Ohio Plant

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CHRIS-TEL 13
CONSTRUCTION

ALEX MAZIEKAS | SENIOR PROJECT MANAGER

As **Senior Project Manager**, Mr. Maziekas will be responsible for coordination of subcontractors and vendors, monitoring subcontractor performance and budget, field management, attending weekly OAC meetings, ensuring safety protocols, processing all project paperwork, submittals and RFI's, close-out and documentation on behalf of Chris-Tel Construction.

EDUCATION/QUALIFICATIONS

B.S., Mechanical Engineering,
University of Pittsburgh
21 Years of Experience
4 Years with Chris-Tel Construction

CERTIFICATIONS

OSHA 30 Hr. Certification

**REPRESENTATIVE EXPERIENCE | Partial Listing****Continuing Services Contract—Various Lee and Collier Counties**

CMAR services for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Gasparilla Inn & Beach Club Expansion | Boca Grande, Florida

The Gasparilla Inn & Beach Club selected Chris-Tel Construction to provide Construction Manager at Risk services for the \$29M multi-phased construction of new facilities at the Gasparilla Inn and Beach Club, including nine (9) new villas and a new Inn Adventures building, renovations to the existing tennis club and yoga studio. Phase II consists of renovations and expansion to the Beach Club, the pool and the construction of two new pool facilities for guests and members.

**Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida**

The School District of Lee County selected Chris-Tel Construction to provide Construction Manager at Risk services for the construction of a new 20,000 SF academic building and interior renovations to the media center, clinic, administrative area, dance studio, culinary space and classrooms on the existing campus to make room for an influx of 500 student stations.

**Cypress Cove Re-Roof | Fort Myers, Florida**

Cypress Cove selected Chris-Tel Construction to provide Construction Manager at Risk services for the 526,000 SF re-roof project encompassing 16 buildings and 18 carports on the 48-acre fully occupied Cypress Cove campus. The project included an initial schedule of 15 months but resulted in a 12-month completion. The entire campus is consistent with the white standing seam metal panel roofs.

Jet Aviation FBO—Teterboro Airport | Port Authority of New York & New Jersey

Provided Design/Build services for the construction of a 40,000 SF hangar and completely renovated FBO. This \$25M facility is equipped with 30-foot doors that accommodate large aircraft, amenities to include passenger and crew lounges, flight planning room, business center, fitness center/spa and on-site United States customs services.

**Wide Body MRO Hangar, HAECO Americas | Greensboro, North Carolina**

New construction of a 180,000 SF, total support spaces 50,000 SF 2-bay maintenance hangar for wide body aircraft, steel framed structure with full width 85' hangar doors, insulated metal wall panels, translucent wall panels, storefront and a PVC membrane roof. Clear height is 76 ft with crane hook height of 86', roof height is 102' sloping to 96'. The facility also includes shops, offices and a partial basement level MEP space attached to the hangar.

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CHRIS-TEL 14
CONSTRUCTION

TOBEY SCHNEIDER | PROJECT DIRECTOR/MANAGER

As **Project Director/Manager**, Tobey will manage the construction administration documentation, assist with bidding and subcontractor awarding, coordinate subcontractor participation and attend all owner/ contractor meetings with the County throughout each project. He shall be authorized and responsible to act on behalf of our firm with respect to directing, coordinating and administering all aspects of the services to be provided and performed. His experience and knowledge with similar projects will prove invaluable to the County.

EDUCATION/QUALIFICATIONS

Northern Colorado University
36 Years of Experience
3 Years with Chris-Tel Construction

CERTIFICATIONS

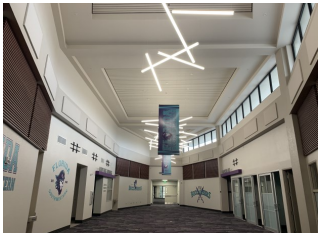
Certified General Contractor
State of Florida (Lic. CGC 1521916)
OSHA 30 Hr. Certification

**REPRESENTATIVE EXPERIENCE | Partial Listing****Lakes Regional Library | Fort Myers, Florida**

Provided CMAR services to Lee County for the interior renovations at Lakes Regional Library. Scope of work for the project included selective demolition, framing and drywall work, acoustical ceilings, doors, miscellaneous plumbing, electrical, and HVAC upgrades, storefront class partitions, paint, new carpet, ADA upgrades to the restrooms, new cabinetry and countertops and new HMA book drop system.

Florida SouthWestern State College Building S Renovations | Fort Myers, Florida

Provided CMAR services under continuing contract on the Lee County Campus of Florida SouthWestern State College for major renovation work to the Taeni Student Services Hall (Building S). Scope of work included demolition, reconfiguration of office and workspace walls, windows, drywall, MEP reconfiguration, flooring, fire suppression system reconfiguration, IT and access controlled entry doors.

**Somero Training Facility Addition | Fort Myers, Florida**

Provided CMAR services for a 1,500 SF addition to the existing Somero Enterprises Headquarter facility to encompass additional executive offices and expand the existing training room.

MY Shower Door/D3 Glass Shop Expansion | Fort Myers, Florida

Project Manager and point of contact for the expansion of shop area for local glass manufacturer.

**Lee County Justice Center | Fort Myers, Florida**

Provided CMAR services for renovations of the 1st, 2nd and 5th floor of the Federal Justice Center in downtown Fort Myers. The scope included 39,000 SF of new and reconfigured space.

Lee County Government Annex | Fort Myers, Florida

Provided CMAR services for the renovation of the Justice Center Annex in downtown Fort Myers. Scope included 15,000 SF of renovations for the 5th and 6th floors.

Lee County School District | Lee County, Florida

Provided CMAR services for the renovations and improvements of the following K-12 facilities:



River Hall Elementary Treeline Elementary
Hector Caffertta Elementary- Site Work
District Wide Life Safety Improvements
Fort Myers South High School- Kitchen Improvements
J. Colin English Elementary
Cape Coral Elementary

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CHRIS-TEL 15
CONSTRUCTION

ERIC SCHNEIDER | SENIOR SUPERINTENDENT

As **Senior Superintendent**, Mr. Schneider will conduct regular site visits to assure schedule adherence, safety, and quality control. He will be on hand to assist the site Superintendent with day-to-day operations and management of the subcontractors.

EDUCATION/QUALIFICATIONS

B.S., Civil Engineering/
Construction Management,
University of Akron
35 Years of Experience
10 Years with Chris-Tel Construction

CERTIFICATIONS

FDOT Maintenance of Traffic, #3016
OSHA 30 Hr.
American Red Cross CPR/AED—Adult

**REPRESENTATIVE EXPERIENCE | Partial Listing****Eastern Metal Supply | Lake Worth, Florida**

Construction of the 40,000 square foot manufacturing facility for Eastern Metal Supply in Lake Worth, Florida. The scope of work includes super flat, concrete slab flooring, rack storage, interior offices, break room, training room/show room, dock bay roll up doors and site development.

Eastern Metal Supply Addition | Fort Myers, Florida

Construction of a 90,000 SF addition for a local windows and doors manufacturer and distribution center in Fort Myers, Florida. Concrete slab super flat flooring with steel structure to match and mimic existing 172,000 SF facility. Project included additional dock bays, office space, breakroom and storage.

**MY Shower Door / D3 Glass Headquarters | Fort Myers, Florida**

Construction of a 60,000 SF manufacturing, distribution and executive office facility for multi-location glass manufacturer and installer.

North Fort Myers Recreation Center | North Fort Myers, Florida

CMAR for new construction of 35,000 SF rec center complete with gymnasium, meeting rooms, multi-purpose space, outdoor pavilion and catering kitchen.

Westin Conference Center | Cape Coral, Florida

Construction of a 35,000 SF hospitality and meeting space complete with multi-functional meeting room that can be divided into six (6) spaces, state-of-the-art catering kitchen, meeting vestibule, conference rooms, staff offices, porte cochere, outdoor terrace and pedestrian walking bridge.

**Century Link Sports Complex | Fort Myers, Florida**

Renovations to Hammond Stadium to include player dormitory, dining area, lounge area, stadium seating, fields, locker rooms, training areas, suite renovation, boardwalks, media room and team store.

Gasparilla Inn and Beach Club Phase I and II | Boca Grande, Florida

Multi-phased construction of new facilities to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio, renovations and expansion to the Beach Club, the pool and construction of two new pool facilities.

**Estero Boulevard Improvements | Fort Myers Beach, Florida**

Multi-phased roadway and infrastructure improvements project consisting of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass Bridge. Scope includes installing new force main pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild the roadway from the right-of-way.

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CHRIS-TEL 16
CONSTRUCTION

RICKY MESSMAN | SUPERINTENDENT

Ricky has more than thirty-five (35) years of experience in the construction industry as a **Superintendent**. His responsibilities include supervision of subcontractors and crew and all other aspects of field operations. Ricky is in charge of coordination and collaboration with the project team and the coordination of equipment and materials orders/delivery. Additionally, he maintains compliance with building codes and is responsible for creation and resolution of the punch list with the owner.

EDUCATION/QUALIFICATIONS

United States Army Veteran
37 Years of Experience
1 Year with Chris-Tel Construction

CERTIFICATIONS

OSHA 10 Hr. Certification

**REPRESENTATIVE EXPERIENCE | Partial Listing****Lee County Supervisor of Elections | Lehigh Acres, Florida**

Complete tenant build-out and reconfiguration of Lee County Supervisor of Elections located in Lehigh Acres, Florida. The scope of work includes selective structure demolition, reinforced steel and concrete work, installation of architectural wood casework, new drywall, new acoustical ceilings, new flooring throughout. The improvements also included renovated offices, early-voting booths, and a waiting area.

Lee County Health Department | Lehigh Acres, Florida

Complete tenant build-out and reconfiguration of Lee County Health Department located in Lehigh Acres, Florida. The scope of work includes selective structure demolition, reinforced steel and concrete work, installation of architectural wood casework, new drywall, new acoustical ceilings, new flooring throughout. The improvements also included renovated offices.

**Southwest Waste Building Addition & Renovations | Fort Myers, Florida**

Renovations to the facility and a roughly 30,000 SF building addition to modernize and streamline the company's workflow and business operations. The 30,000 SF addition consists of a new overhead covered canopy to protect new outdoor waste material handling equipment. Interior renovations included selective demolition, new flooring, utility and MEP upgrades.

Waterside at Bay Beach | Fort Myers Beach, Florida

New construction of three (3) luxury Estero Bay front, 10-story high-rise condominiums located on Fort Myers Beach. Waterside at Bay Beach includes units for sale of up to 1.6 million dollars featuring bay front views, a 42 deep-water slip marina, four pools and spas, tennis courts, fitness center, and under-building parking.

**Toscano at Dadeland | Miami, Florida**

New construction of two (2) 6-story and 27-story luxury Mediterranean style residential condominium buildings totaling 403 units. The construction of Toscano included two separate elegant lobby's, two reserved underground parking structures, retail shops. The associated amenities include two private gyms, two pools and spas, and a sundeck.

Pueblo Chemical Depot | Pueblo, Colorado

Oversaw construction of chemical depot. The depot stores stockpile of munitions consisting of mustard agent contained in 155mm and 105mm artillery projectiles and mortar rounds. The scope included major mechanical components, skillful roof penetrations, and strategic coordination with the United States Army personnel.



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CHRIS-TEL 17
CONSTRUCTION

SARAH FEAKINS | PROJECT COORDINATOR

Ms. Feakins will perform the role of **Project Coordinator** for this project. She will be administering and coordinating all project documentation to include permits, subcontractor scope sheets and contracts, plans, client and subcontractor communication, pay applications, close out documents and warranty management documentation.

EDUCATION/QUALIFICATIONS

2 Years of Experience
2 Years with Chris-Tel Construction

CERTIFICATIONS

Viewpoint by Vista
OHS 10 Hr. Certification

**REPRESENTATIVE EXPERIENCE | Partial Listing****Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida**

Provided CMAR services under the new format and contract for a 28,000 SF addition and auxiliary renovations to existing classrooms to Lehigh Senior High School making room for an influx of 500 students.

Student and Community Counseling Center | Fort Myers, Florida

Construction of a 28,000 SF community health and counseling center for students, administration and community will utilize.

**Gasparilla Inn and Beach Club Phase I and II | Boca Grande, Florida**

Multi-phased construction of new facilities to include nine (9) new villas, new Inn Adventures building, renovations to the existing tennis club and yoga studio, renovations and expansion to the Beach Club, the pool and construction of two new pool facilities.

MY Shower Door / D3 Glass Headquarters | Fort Myers, Florida

Provided CMAR services for the construction of a 60,000 SF glass manufacturing, retail and distribution center in Fort Myers. Scope includes the installation of state-of-the-art tempering and fabrication equipment, retail space, offices and future expansion.

Newcastle Aviation Headquarters | Fort Myers, Florida

Construction of a 40,000 SF distribution and storage facility for airline and aviation equipment and parts. Scope included site development, construction, landscaping and drainage. The facility was built with the option to add an additional 20,000 SF to the facility when needed.

**Eastern Metal Supply Addition | Fort Myers, Florida**

Construction of a 90,000 SF addition for a local windows and doors manufacturer and distribution center in Fort Myers, Florida. Concrete slab super flat flooring with steel structure to match and mimic existing 172,000 SF facility. Project included additional dock bays, office space, breakroom and storage.

**Estero Boulevard Improvements | Fort Myers Beach, Florida**

Multi-phased roadway and infrastructure improvements project consisting of six, one mile segments running from Crescent Street to just north of the Big Carlos Pass Bridge. Scope includes installing new force main pipe, new center lane storm drainage, brick pavers, nine foot sidewalks, trolley stop locations, landscaping, striping, curbing and complete rebuild the roadway from the right-of-way.

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CHRIS-TEL 18
CONSTRUCTION

ANDREA KLINGENSMITH | ACCOUNTING

Mrs. Klingensmith will handle all of the **Accounting** for the project. Andrea has over ten (10) years of experience in accounts payable and receivable for the construction industry here in Southwest Florida. Her responsibilities include job cost set up, accounts payable, subcontractor invoicing and schedule of values monitoring, budget monitoring, change orders, job cost reporting, client billing and final close out payment documentation.

EDUCATION/QUALIFICATIONS

13 Years of Experience
6 Years with Chris-Tel Construction

CERTIFICATIONS

OSHA 10 Hr. Certification Occupational
Microsoft Office Suite
Viewpoint Construction Software

**REPRESENTATIVE EXPERIENCE | Partial Listing****Continuing Services Contract—Various Lee and Collier Counties**

Accounts payable and receivable for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Eastern Metals Supply Addition | Fort Myers, Florida

Accounts payable and receivable for CMAR services for the addition of a 90,000 SF space connected to existing facility for use in storage and distribution demand. space, offices and future expansion.

**MY Shower Door / D3 Glass Headquarter Facility | Fort Myers, Florida**

Accounts payable and receivable for CMAR services for the construction of a new 60,000 SF glass manufacturing, retail and distribution center in Fort Myers. Scope includes the installation of state-of-the-art tempering and fabrication equipment, retail space, offices and future expansion.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida

Accounts payable and receivable for CMAR services for the construction of a new 40,000 SF industrial distribution and warehouse for aviation supplies, parts and components.

**Estero Boulevard Improvements | Fort Myers Beach, Florida**

Accounts payable services for utility improvement to include storm water and forcemain sewer, road-ways, new sidewalks, trolley stops and center lane pavers. Project included 5,280 LF of utilities and directional drill.

Sanibel Library Renovation | Sanibel, Florida

Accounts payable and receivable for CMAR services for the multi-phased, \$4.5M renovation of Sanibel Library. Scope includes new elevator shaft, remodel of existing meeting room and office space, new computer lab, renovation of existing library displays and flow, lounge spaces, new windows, fire suppression system, new HVAC and electrical duct work and controls, new chiller and exterior renovation.

**Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida**

Accounts payable and receivable for CMAR services under the new format and contract for a 20,000 SF addition and auxiliary renovations to existing classrooms to Lehigh Senior High School making room for an influx of 500 students.

FGCU Student and Community Counseling Center | Fort Myers, Florida

Accounts payable and receivable for CMAR services for the construction of a new three-story, 28,000 SF facility for counseling and mental health services.

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CHRIS-TEL 19
CONSTRUCTION

MATT CARLAND | BIM MODELING AND VIRTUAL DESIGN

Mr. Carland will perform the role of **BIM Modeling and Virtual Design Manager** prior to and during construction. His experience with 3D and BIM modeling is second to none in the area and can assist the client with any visual imaging necessary for client engagement and stakeholder support. In addition, the clash detection abilities can eliminate any constructability issues in the field during construction which will allow for the project to remain on schedule.

EDUCATION/QUALIFICATIONS

Architectural Design (CAD), Central
Piedmont Community College
15 Years of Experience
2 Years with Chris-Tel Construction

EXPERTISE / TECHNOLOGY

BIM 360
Assemble
Plan Grid
Procore
Viewpoint by Vista
Autodesk

**REPRESENTATIVE EXPERIENCE | Partial Listing****School District of Lee County MMM High School | Fort Myers, Florida**

Performed process innovation and BIM modeling for constructability for 160,000 SF, three story class-room academic building, gymnasium, cafeteria, administration building and CEP.

Moorings Park Senior Living Facility | Naples, Florida

Provided virtual design coordination and BIM modeling for various construction and renovation projects at the facility to include the clubhouse, Building R, Phase IV and Grand Lake Town Center.

University Village | Fort Myers, Florida

Provided virtual design coordination and BIM modeling for the three story student housing project for Florida Gulf Coast University.

Altaira Colony Tower | Bonita Springs, Florida

Provided virtual design coordination and BIM modeling for a 21 story multi-family luxury tower.

Midtown Plaza | Cary, North Carolina

Provided BIM management for a 12 story, 330,000 SF commercial and mixed-use facility.

LPL Financial Corporate Headquarters | Fort Mill, South Carolina

Provided BIM management and modeling for two, six-story office buildings with complex ductwork design.

Naples Square—Phase II | Naples, Florida

Provided virtual design coordination and BIM modeling for a five-story multifamily custom complex with dedicated ADA elevator access.

Marina Walk Phase II | Bradenton, Florida

Provided virtual design coordination and BIM modeling for eight (8), four-story, 35,000 SF buildings for a high end vacation community.

Electrolux Corporate Headquarters | Charlotte, North Carolina

Provided BIM management and modeling for open concept office space with high end cafeteria and kitchen and exposed ductwork.

Ballantyne Corporate Park | Charlotte, North Carolina

Provided BIM management and modeling for Ballantyne Corporate park facilities to include a YMCA, Building 7C, MetLife Corporate Headquarters and the Brigham Building.

CMC Hospital Systems | Charlotte, North Carolina

Provided virtual design coordination and BIM management for multiple facilities for CMC Mercy Hospital to include elevator modernization, materials management building expansion, pharmacy renovation and expansion, pavilion and medical office buildings, central energy plant, orthopedic surgery suites, psychiatric wing renovation, phase II renovation, and central sterile processing unit.



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CHRIS-TEL 20
CONSTRUCTION

ALBA GONZALEZ | SAFETY AND COMPLIANCE

Mrs. Gonzalez will be the **Safety and Compliance Officer** for the project. In her role, she will administer all safety checks prior to mobilization and during construction. This allows for all compliance and safety guidelines to be administered and followed. In addition, she will set up County and firm protocols onsite. She will assist the Project Manager in administering the monthly OSHA safety checks through iAuditor and maintain all due diligence needed for the project.

EDUCATION/QUALIFICATIONS

23 Years of Experience
5 Years with Chris-Tel Construction

CERTIFICATIONS

OSHA 10 Hr. Certification Occupational
OSHA 10 Hr. Certification Construction
Silka Dust Safety Certificate
Workers Compensation Certificate

**REPRESENTATIVE EXPERIENCE | Partial Listing****Continuing Services Contract—Various Lee and Collier Counties**

Safety and compliance for all continuing contract projects for the School District of Lee County, Florida SouthWestern State College, Florida Gulf Coast University, Collier County Government, Lee County Government, Hendry County Government, the Lee County Port Authority and the City of Fort Myers.

Eastern Metals Supply Addition | Fort Myers, Florida

Safety and compliance for CMAR services for the addition of a 90,000 SF space connected to existing facility for use in storage and distribution demand.

**MY Shower Door / D3 Glass Headquarter Facility | Fort Myers, Florida**

Safety and compliance for CMAR services for the construction of a 60,000 SF glass manufacturing, retail and distribution center in Fort Myers. Scope includes the installation of state-of-the-art tempering and fabrication equipment, retail space, offices and future expansion.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida

Safety and compliance for CMAR services for the construction of a new 40,000 SF industrial distribution and warehouse for aviation supplies, parts and components.

Sanibel Library Renovation | Sanibel, Florida

Safety and compliance for CMAR services for the multi-phased, \$4.5M renovation of Sanibel Library. Scope includes new elevator shaft, remodel of existing meeting room and office space, new computer lab, renovation of existing library displays and flow, lounge spaces, new windows, fire suppression system, new HVAC and electrical duct work and controls, new chiller and exterior renovation.

**Estero Boulevard Improvements | Fort Myers Beach, Florida**

Safety and compliance for utility improvement to include storm water and forcemain sewer, road-ways, new sidewalks, trolley stops and center lane pavers. Project included 5,280 LF of utilities and directional drill.

Lehigh Senior High School Addition and Renovations | Lehigh Acres, Florida

Safety and compliance for CMAR services under the new format and contract for a 20,000 SF addition and auxiliary renovations to existing classrooms to Lehigh Senior High School making room for an influx of 500 students.

**FGCU Student and Community Counseling Center | Fort Myers, Florida**

Safety and compliance for CMAR services for the construction of a new three-story, 28,000 SF facility for counseling and mental health services.

Westin Conference Center | Cape Coral, Florida

Safety and compliance for CMAR services for the construction of a new 35,000 SF conference center with a large ballroom with the capacity to divide into six distinct sections, 4,800 SF pre-function area, 1,700 SF outdoor pavilion, porte cochere, paved parking with pedestrian connector bridge, state-of-the-art kitchen and banquet prep area, utility installation and landscaping.

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CHRIS-TEL 21
CONSTRUCTION

MOLLY SCOTT | INTERNAL PUBLIC INFORMATION OFFICER (PIO)

Mrs. Scott will perform the role of **Public Information Officer (Internal)** for the projects awarded under this continuing services contract. Her responsibilities will include assisting the County with public input, meetings, design charettes, social media, and updated project information as construction progresses.

EDUCATION/QUALIFICATIONS

B.S., West Virginia University
20 Years of Experience
6 Years with Chris-Tel Construction

CERTIFICATIONS

Notary Public
Real Estate Investment Society, Board of Governors
Cape Coral Chamber of Commerce, Board of Directors
Department of Management Advisory Council, FGCU
Associated Builders and Contractors, Gulf Coast Chapter Advisory Council

**REPRESENTATIVE EXPERIENCE | Partial Listing****Sanibel Library Renovation Project | Sanibel, Florida**

Provided construction photo documentation, live web cam progress, social media updates, ribbon cutting ceremony and other marketing related services throughout construction. FGCU Student and Community Counseling Center | Fort Myers, Florida Providing assistance on the job site for administration and marketing related tasks pertaining to construction and coordination of the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies, and on-site tours.

Westin Conference Center | Cape Coral, Florida

Provided construction photo documentation, live web cam progress, social media updates, ribbon cutting ceremony and other marketing related services throughout construction.

**Estero Boulevard Improvements | Fort Myers Beach, Florida**

Provided assistance on the job site for administration and marketing related tasks pertaining to construction and coordination of the first of six segments for the \$80M project. Public Information assistance for social media, photo documentation, public meetings and design charrettes.

SE 47th Terrace Streetscape Improvements | Cape Coral, Florida

Provided assistance on the job site for administration and marketing related tasks pertaining to construction and coordination of the project. Public Information assistance for social media, photo documentation, public meetings and design charrettes.

**MY Shower Door / D3 Glass Headquarter Facility | Fort Myers, Florida**

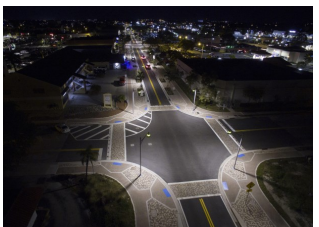
Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

Newcastle Aviation Headquarter Facility | Fort Myers, Florida

Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

Somero Enterprises, Inc., HQ and Training Facility | Fort Myers, Florida

Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

**Lehigh Senior High School | Lehigh Acres, Florida**

Provided marketing related tasks pertaining to construction and coordination of the first of six segments for the project. Public Information assistance for social media, photo documentation, ground breaking ceremonies and up-to-date drone video.

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CHRIS-TEL 22
CONSTRUCTION

TAB 5

LOCAL VENDOR PREFERENCE

CHRIS-TEL
CONSTRUCTION

CHRIS-TEL
CONSTRUCTION

5: LOCAL VENDOR PREFERENCE

Chris-Tel Construction

Chris-Tel Construction is a locally owned and operated Construction Management firm that has been in business since 1989. Our headquarters is located in Lee County at 2534-A Edison Avenue, Fort Myers, FL 33901. We employ a full-time staff of 46 individuals who work out of this headquarter office which our firm has been at for the past 15 years.

Below, please find our Lee County Local Business Tax Receipts for the past two consecutive years.

2020 - 2021	
LEE COUNTY LOCAL BUSINESS TAX RECEIPT	
Account Number: 9002451 State License Number: CGC038604 <i>If state license has changed, contact our office at 239.533.6000</i> Location: 2534 A EDISON AVE FT MYERS FL 33901 CHRIS-TEL CONSTRUCTION WHEELER HOWARD LLOYD II 2534 A EDISON AVE FT MYERS FL 33901	Account Expires: September 30, 2021 May engage in the business of: GENERAL CONTRACTOR-CERTIFIED THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY Payment Information: PAID 564706-17-1 09/21/2020 10:40 AM \$50.00

2021 - 2022	
LEE COUNTY LOCAL BUSINESS TAX RECEIPT	
Account Number: 9002451 State License Number: CGC038604 <i>If state license has changed, contact our office at 239.533.6000</i> Location: 2534 A EDISON AVE FT MYERS FL 33901 CHRIS-TEL CONSTRUCTION WHEELER HOWARD LLOYD II 2534 A EDISON AVE FT MYERS FL 33901	Account Expires: September 30, 2022 May engage in the business of: GENERAL CONTRACTOR-CERTIFIED THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY Payment Information: PAID 599588-10-1 09/09/2021 10:40 AM \$50.00

2022-2023	
LEE COUNTY LOCAL BUSINESS TAX RECEIPT	
Account Number: 1069394 Receipt Number: 9002451 State License Number: CGC038604 Location: 2534 A EDISON AVE FT MYERS, FL 33901 CHRIS-TEL CONSTRUCTION CHRIS-TEL CONSTRUCTION WHEELER HOWARD LLOYD II 2534 A EDISON AVE FT MYERS, FL 33901	Account Expires: September 30, 2023 May engage in the business of: GENERAL CONTRACTOR-CERTIFIED THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY Payment Information: PAID DP-00-00421548 09/13/2022 \$ 50.00

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CHRIS-TEL 23
CONSTRUCTION

TAB 6

REQUIRED FORMS



CHRIS-TEL
CONSTRUCTION

6: REQUIRED FORMS*Form 1 – Solicitation Response Form*

**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: 11/1/2022 Bid Due Date: 11/1/2022

SOLICITATION IDENTIFICATION: CMR220546NAT

SOLICITATION NAME: Construction Manager at Risk Annual Services

COMPANY NAME: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

NAME & TITLE: (TYPED OR PRINTED) Howard L. Wheeler, II, President

BUSINESS ADDRESS: (PHYSICAL) 2534-A Edison Avenue, Fort Myers, Florida 33901

CORPORATE OR MAILING ADDRESS:

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: hwheeler@christelconstruction.com

PHONE NUMBER: 239-226-0500 FAX NUMBER: 239-226-0503

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE **VENDOR** TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. <u>1</u>	Dated: <u>10/18/2022</u>	No. <u> </u>	Dated: <u> </u>	No. <u> </u>	Dated: <u> </u>
No. <u>2</u>	Dated: <u>10/26/2022</u>	No. <u> </u>	Dated: <u> </u>	No. <u> </u>	Dated: <u> </u>

Tax Payer Identification Number: 65-0384539

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

- 1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
- 2 **Scrutinized Companies Certification:**
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

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[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 24
CONSTRUCTION

6: REQUIRED FORMS

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)
Proposer? If yes, please attach a current certificate.

☐ Yes ☒ No

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER.
WITNESSED AND SEALED (IF APPLICABLE)**

Chris-Tel Company of Southwest Florida, Inc.,
dba Chris-Tel Construction

Company Name (Name printed or typed)

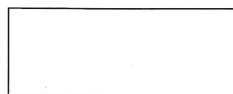
Howard L. Wheeler, II

Authorized Representative Name (printed or typed)

President

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Nicole Schaefer, Senior Marketing Coordinator

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

6: REQUIRED FORMS

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



DIVISION of

CORPORATIONS

an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC.

Filing Information

Document Number	P93000007246
FBI/EIN Number	65-0384539
Date Filed	01/29/1993
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/19/2010
Event Effective Date	NONE

Principal Address

2534-A EDISON AVENUE
FORT MYERS, FL 33901

Changed: 01/05/2007

Mailing Address

2534-A EDISON AVENUE
FORT MYERS, FL 33901

Changed: 01/05/2007

Registered Agent Name & Address

WHEELER, HOWARD L, II
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Name Changed: 03/03/2015

Address Changed: 01/05/2007

Officer/Director Detail

Name & Address

Title D, President

WHEELER, HOWARD L, II
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Title EVP

SINGLETON, DONALD R
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Title VP

DEPIRO, JULIE M
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Title VP

KOENIG, ROBERT A
2534-A EDISON AVENUE
FORT MYERS, FL 33901

Annual Reports

Report Year	Filed Date
2017	05/01/2017

2018	02/27/2018
2019	04/15/2019

Document Images

04/15/2019 - ANNUAL REPORT	View image in PDF format
02/27/2018 - ANNUAL REPORT	View image in PDF format
05/01/2017 - ANNUAL REPORT	View image in PDF format
04/18/2016 - ANNUAL REPORT	View image in PDF format
08/26/2015 - AMENDED ANNUAL REPORT	View image in PDF format
03/03/2015 - ANNUAL REPORT	View image in PDF format
01/27/2014 - ANNUAL REPORT	View image in PDF format
08/12/2013 - AMENDED ANNUAL REPORT	View image in PDF format
04/22/2013 - ANNUAL REPORT	View image in PDF format
02/23/2012 - ANNUAL REPORT	View image in PDF format
01/06/2011 - ANNUAL REPORT	View image in PDF format
02/19/2010 - Amendment	View image in PDF format
01/18/2010 - ANNUAL REPORT	View image in PDF format
01/20/2009 - ANNUAL REPORT	View image in PDF format
10/06/2008 - Officer Resignation	View image in PDF format
01/14/2008 - ANNUAL REPORT	View image in PDF format
01/05/2007 - ANNUAL REPORT	View image in PDF format
07/06/2006 - ANNUAL REPORT	View image in PDF format
08/03/2005 - ANNUAL REPORT	View image in PDF format
02/16/2004 - ANNUAL REPORT	View image in PDF format
02/17/2003 - ANNUAL REPORT	View image in PDF format
03/14/2002 - ANNUAL REPORT	View image in PDF format
02/08/2001 - ANNUAL REPORT	View image in PDF format
05/01/2000 - ANNUAL REPORT	View image in PDF format
03/06/1999 - ANNUAL REPORT	View image in PDF format
01/28/1998 - ANNUAL REPORT	View image in PDF format
08/05/1997 - ANNUAL REPORT	View image in PDF format
06/12/1996 - ANNUAL REPORT	View image in PDF format
05/01/1995 - ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL
 CONSTRUCTION 26

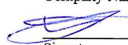
6: REQUIRED FORMS*Form 2 – Affidavit Certification of Immigration Laws***AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**SOLICITATION NO.: **CMR220546NAT**SOLICITATION NAME: **Construction Manager at Risk Annual Services**

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

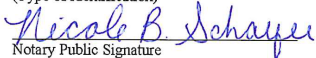
Chris-Tel Company of Southwest Florida, Inc.,
Company Name: dba Chris-Tel Construction

 President November 1, 2022
Signature Title Date

STATE OF Florida
COUNTY OF Lee

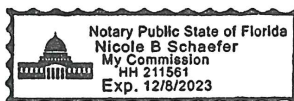
The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _____
1st day of November 2022, by Howard L. Wheeler, II who has produced
himself (Print or Type Name)
as identification.

(Type of Identification)


Notary Public Signature

Nicole B. Schaefer
Printed Name of Notary Public

HH 211561 | 12/08/2023
Notary Commission Number/Expiration



The signer of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

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CMR220546NAT Construction Manager at Risk Annual Services

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 27
CONSTRUCTION

6: REQUIRED FORMS

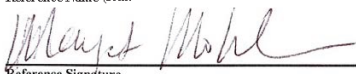
VER 08-20-2020

Form 3 Reference Survey

Lee County Procurement Management Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CMR220546NAT - CMAR Annual Services

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Margaret Mohundro, Executive Director	Bidder/Proposer:	Chris-Tel Construction
COMPANY:	Sanibel Public Library	Due Date:	November 1, 2022
PHONE #:	239-472-2483	Total # Pages:	1
FAX #:	239-472-9524	Phone #:	239-226-0500
EMAIL:	mmohundro@sanilb.org	Fax #:	239-226-0503
		Bidder/Proposer E-Mail:	hwheeler@christelconstruction.com
Section 2 Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: Chris-Tel Construction			
Reference Project Name:	Project Address:	Project Cost:	
Sanibel Library Renovation	770 Dunlop Road, Sanibel, FL 33957	\$4,183,977	
Summarize Scope: CMAR services to Sanibel Library for the renovation of the facility to include improvements to the AC and fire suppression system, plumbing, electrical and wireless services. Features of the new facility include flex space, reconfiguration of the 1st floor meeting spaces and offices, two new computer labs, construction of new book drop, children's room, teen space and outdoor reading area.			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			Yes
2. Were any problems encountered with the company's work performance?			No
3. Were any change orders or contract amendments issued, other than owner initiated?			No
4. Was the job completed on time?			Yes
5. Was the job completed within budget?			Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			9
7. If the opportunity were to present itself, would you rehire this company?			Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Chris-Tel proved very professional, on-schedule, excellent communications with Sanibel Public Library; worked very well with the elected Library Board; worked very well with all staff. Clean workspace always; no injuries to Chris-Tel or to any staff or library users. Work done in phases while library was in operation, which made it much more challenging but Chris-Tel did an excellent job throughout.			
Section 4 Please submit non-Lee County employees as references			
Margaret Mohundro, Executive Director			
Reference Name (Print)			
			
Reference Signature			

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 28
CONSTRUCTION

6: REQUIRED FORMS

VER 08-20-2020

Form 3 Reference Survey

Lee County Procurement Management Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CMR220546NAT - CMAR Annual Services

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Jim Hehl, Vice President, Director of Physical Plant			Bidder/Proposer:	Chris-Tel Construction
COMPANY:	Florida Gulf Coast University			Due Date:	November 1, 2022
PHONE #:	239-590-1313			Total # Pages:	1
FAX #:	N/A			Phone #:	239-226-0500
EMAIL:	jhehl@fgcu.edu			Fax #:	239-226-0503
				Bidder/Proposer E-Mail:	hwheeler@christelconstruction.com
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:		Chris-Tel Construction			
Reference Project Name:		Project Address:		Project Cost:	
FGCU Student & Community Counseling Center		10501 FGCU Blvd. S, Fort Myers, Florida 33965		\$5,732,209	
Summarize					
Scope:		New 27,000 SF Student & Community Counseling Center which provides access to mental and behavioral healthcare for underserved populations throughout the community. The three-story center features a community counseling clinic for group counseling, psychoeducational counseling and other mental health services.			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					YES
2. Were any problems encountered with the company's work performance?					NO
3. Were any change orders or contract amendments issued, other than owner initiated?					NO
4. Was the job completed on time?					YES
5. Was the job completed within budget?					YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					9
7. If the opportunity were to present itself, would you rehire this company?					YES
8. Please provide any additional comments pertinent to this company and the work performed for you:					

Section 4 Please submit non-Lee County employees as references

Jim Hehl, Vice President, Director of Physical Plant

Reference Name (Print)


Reference Signature

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 29
CONSTRUCTION

6: REQUIRED FORMS

VER 08-20-2020

Form 3 Reference Survey

Lee County Procurement Management Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: CMR220546NAT - CMAR Annual Services

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Steve Hanna, Project Manager	Bidder/Proposer:	Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction
COMPANY:	Lee County School District	Due Date:	November 1, 2022
PHONE #:	239-479-4245	Total # Pages:	1
FAX #:	239-335-1512	Phone #:	239-226-0500
EMAIL:	stephenlh@leeschools.net	Fax #:	239-226-0503
		Bidder/Proposer E-Mail:	hwheeler@christelconstruction.com
Section 2 Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction			
Reference Project Name:	Project Address:	Project Cost:	
Lehigh Senior High School Addition & Renovations	901 Gunnery Rd. N Lehigh Acres, FL 33971	\$9,455,277	
Summarize			
Scope: 28,000 SF addition to Lehigh Senior High School for JROTC program to include classrooms, a covered exercise space, stairwell and rappelling tower. The renovations enhanced classroom space, administrative space and clinic space for the influx of 500 additional students on campus for the start of the 2019 school year.			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			YES
2. Were any problems encountered with the company's work performance?			NO
3. Were any change orders or contract amendments issued, other than owner initiated?			NO
4. Was the job completed on time?			NO
5. Was the job completed within budget?			YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			9
7. If the opportunity were to present itself, would you rehire this company?			YES
8. Please provide any additional comments pertinent to this company and the work performed for you: We added to the scope and it was a very compressed schedule, therefore the job went a little long.			
Section 4 Please submit non-Lee County employees as references			
Steve Hanna, Project Manager			
Reference Name (Print)			
Reference Signature			

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 30
CONSTRUCTION

6: REQUIRED FORMS

Form 4 -Negligence or Breach of Contract Disclosure Form



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (Initial circumstances)	Final Outcome (who prevailed)
Alleged Negligence	Incident Date: 3/7/20 Date Filed: 11/20/20	Tracey Walton	20-CA-008065	Lee/Florida	Buckingham Community Center	Fall	Filed/ N/A
Alleged Negligence	Incident Date: 8/14/19 Date Filed: 3/25/21	Courtney Eckmann	21-CA-000997	Lee/Florida	Estero Blvd. Improvements	Fall	Filed/ N/A
Alleged Breach of Contract	Incident Date: 10/22/19 Date Filed: 3/9/20	Douglas N. Higgins, Inc.	19-CA-8047	Lee/Florida	Utilities Extension Project (UEP) North 2 - Contract 13 - Canal Pump	Alleged Defective Work	Disposed; Settled
Alleged Negligence	Incident Date: 3/11/17 Date Filed: 8/13/20	Marilyn Vander Haar	20-CA-5348	Lee/Florida	Estero Blvd. Improvements	Fall	Disposed; Settled
Alleged Negligence	Incident Date: 10/1/16 Date Filed: 4/12/19	Marsha McKibben	19-CA-2120	Lee/Florida	Broadway Palm	Slip & Fall	Disposed/ Chris-Tel Construction
Alleged Negligence	Incident Date: 10/29/16 Date Filed: 7/29/19	Thomas Heinrich	2019-CA-004832	Lee/Florida	Estero Blvd. Improvements	Fall	Disposed; Settled

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 2 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

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CMR220546NAT Construction Manager at Risk Annual Services

6: REQUIRED FORMS

Form 4 -Negligence or Breach of Contract Disclosure Form



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (Initial circumstances)	Final Outcome (who prevailed)
Alleged Negligence	Incident Date: 11/15/13 Date Filed: 8/30/16	Paul Jacob, Letoya Jacob, Penney Malay	16-CA-003059	Lee/Florida	Landings at East Pointe	Property Damage, Illness	Disposed/ Chris-Tel Construction

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 2 of 2 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

6: REQUIRED FORMS*Form 5 - Affidavit Principal Place of Business***AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

Instructions: Please complete all information that is applicable to your firm

Company Name: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel ConstructionHoward L. Wheeler, IIPresident

Printed name of authorized signer

Title

⇒

Authorized Signature

November 1, 2022

Date

The signer of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of November, 2022, by Howard L. Wheeler, II who has produced

(Print or Type Name)

himself as identification.
(Type of Identification)

Notary:

State of

Florida

County of

Lee

⇒ Nicole B Schaefer
Notary Public Signature

HH 211561 | 12/08/2023

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: ☒ Lee County
☐ Non-Local

Local Business Tax License #

Account Number: 9002451 / State License Number: CGC038604

2. Address of Principal Place of Business:

2534-A Edison AvenueFort Myers, Florida 33901

3. Number of years at this location

15 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

☒ Yes* ☐ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract

46

6. Does your company have a Drug Free Workplace Policy

☒ Yes ☐ No

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CMR220546NAT Construction Manager at Risk Annual Services

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 33
CONSTRUCTION

6: REQUIRED FORMS

Chris-Tel Construction 3-Year Contractual History With Lee County

South County Regional Library Renovations (CMAR)

Lehigh Acres Park Expansion (CMAR)

Rosa Parks Intermodal Renovation (CMAR)

Justice Center Proper Plumbing Replacement (CMAR)

Construction Manager at Risk—Annual Contract

Construction Management Services for Improvements to Estero Boulevard

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 34
CONSTRUCTION

6: REQUIRED FORMS

Form 7 - Public Entity Crime Form

Page 1 of 2

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County Board of County Commissioners
(Print name of the public entity)
by Howard L. Wheeler, II, President
(Print individual's name and title)
for Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction
(Print name of entity submitting sworn statement)
whose business address is 2534- A Edison Avenue, Fort Myers, Florida 33901
(If applicable) its Federal Employer Identification Number (FEIN) is 65-0384539
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
 - or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)
☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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CHRIS-TEL 36
CONSTRUCTION

6: REQUIRED FORMS

Public Entity Crime Form

Page 2 of 2

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

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

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


(Signature)

November 1, 2022

(Date)

STATE OF Florida
COUNTY OF Lee

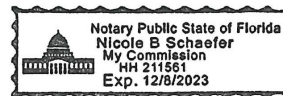
The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of November 2022, by Howard L. Wheeler, II who has produced

(Print or Type Name)

himself as identification.
(Type of Identification)


(NOTARY PUBLIC)

My Commission Expires: 12/08/2023



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[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 37
CONSTRUCTION

6: REQUIRED FORMS

Form 8 - Trench Safety (Required for Construction Projects Only)

TO BE DETERMINED AND COMPLETED AFTER AWARD

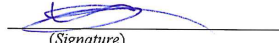
TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.


 (Signature)
 Chris-Tel Company of Southwest Florida, Inc.,
 dba Chris-Tel Construction
 (Company Name)

STATE OF Florida

COUNTY OF Lee

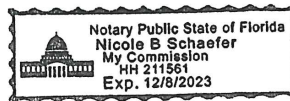
Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this
 1st day of November, 2022, by Howard L. Wheeler, II who has produced
 (Print or Type Name)

_____ himself _____ as identification.
 (Type of Identification)


 Notary Public Signature

Nicole B. Schaefer
 Printed Name of Notary Public

HH 211561 | 12/08/2023
 Notary Commission Number/Expiration



6: REQUIRED FORMS

Chris-Tel Construction License and Bonding Capacity

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 39
CONSTRUCTION

6: REQUIRED FORMS

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WHEELER, HOWARD LLOYD II
CHRIS-TEL CONSTRUCTION
2534 EDISON AVENUE A
FORT MYERS FL 33901

LICENSE NUMBER: CGC038604
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 40
CONSTRUCTION

6: REQUIRED FORMS



M.E. WILSON
RISK MANAGEMENT • INSURANCE
BENEFITS • BONDS

February 27, 2020

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Chris-Tel Company of Southwest Florida, Inc.

We write surety bonds for Chris-Tel Company of Southwest Florida, Inc. through Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, and extend to them a surety line in excess of \$100,000,000.00 per single project and \$300,000,000.00 aggregate work program. Berkley Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A+" with a financial size of Class "XV". Berkley Insurance Company's Treasury Listing is \$460,644,000.00.

Chris-Tel Company of Southwest Florida, Inc. is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. I recommend Chris-Tel Company of Southwest Florida, Inc. to you without reservation.

Upon the request of Chris-Tel Company of Southwest Florida, Inc., we will be pleased to execute Performance and Payment Bonds, subject to normal underwriting requirements. This letter is not an assumption of liability, nor is it a bid or performance bond. The Surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bond.

Sincerely,

Anthony T. Papa, Jr.
President

ATP/ss

7264 Kyle Court | Sarasota, FL 34240 | Voice: 941.999.1900 | Fax: 941.306.2002 | mewilson.com

[CMR220546NAT - CMAR Annual Services]

CHRIS-TEL 41
CONSTRUCTION



BUILD | RESTORE | PRESERVE

2534-A Edison Avenue | Fort Myers, Florida 33901 | (239) 226-0500 | www.christelconstruction.com

CHRIS-TEL
CONSTRUCTION

RFP CMR220546NAT



Advertise Date: Tuesday, September 27, 2022

**Lee County Board of County Commissioners
PROCUREMENT MANAGEMENT DEPARTMENT**

Construction Manager at Risk (CM) Request for Proposal

Solicitation No.:	<u>CMR220546NAT</u>		
Solicitation Name:	<u>Construction Manager at Risk (CMAR) Annual Services</u>		
Open Date/Time:	<u>Tuesday, November 01, 2022</u>	Time:	<u>2:30 PM</u>
Location:	<u>Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901</u>		
Procurement Contact:	<u>Nick Trueblood</u>	Title	<u>Procurement Analyst</u>
Phone:	<u>(239) 533-8836</u>	Email:	<u>ntrueblood@leegov.com</u>
Requesting Dept.	<u>COUNTY WIDE</u>		

Pre-Solicitation Meeting:

Type:	No meeting scheduled at this time
Date/Time:	NA
Location:	NA

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



Tuesday, September 27, 2022

Notice to Contractor / Vendor / Proposer(s)

Construction Manager at Risk (CM) Request for Proposal

Lee County, Florida, is requesting proposals from qualified individuals/firms for
CMR220546NAT Construction Manager at Risk Annual Services

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

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

2:30 PM Tuesday, November 01, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

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

No Pre-proposal Conference is scheduled at this time. It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Nick Trueblood ntrueblood@LeeGov.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Brooke".

Adam Brooke, CPPO, CPPB
Procurement Manager

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

Terms and Conditions
Request for Proposal
Construction Manager at Risk (CM)

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Department Ordinance 22-06
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Department Ordinance 22-06
 - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitations are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 calendar days after bid or proposal opening, whichever is earlier.
 - 3.1.4. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.5. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- 3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
- 4. **RESPONSES RECEIVED LATE**
 - 4.1. It shall be the Proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Department prior to or on the time and date stated.
 - 4.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening.
 - 4.3. The Lee County Procurement Management Department shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
- 5. **PROPOSER REQUIREMENTS (unless otherwise noted)**
 - 5.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Proposer to perform.
 - 5.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 5.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 5.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.
 - 5.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
 - 5.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in Proposer disqualification.
 - 5.3. **Preparation Cost:** The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 6. **PRE-SOLICITATION CONFERENCE**
 - 6.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All verbal questions and answers are considered informal. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will

be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

- 6.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.
- 6.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

7. COUNTY INTERPRETATION/ADDENDUMS

- 7.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 7.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Proposer’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Department associated with this solicitation.
- 7.3. All Addenda shall become part of the Contract Documents.
- 7.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Department is the only official method whereby interpretation, clarification or additional information can be given.

8. QUALITY GUARANTEE/WARRANTY (as applicable)

- 8.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 8.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 8.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 8.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

9. ADDITIONS, REVISIONS AND DELETIONS

- 9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Department that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

10. CONFIDENTIALITY

- 10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 10.2. If information is submitted with a proposal that is deemed “Confidential” the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to

validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 10.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

11. CONFLICT OF INTEREST

- 11.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 11.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 11.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 12.1. Upon the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer may be declared non-responsible.**

13. ANTITRUST VIOLATION

- 13.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

14. DRUG FREE WORKPLACE

- 14.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

15. FLORIDA CERTIFIED ENTERPRISES

- 15.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 15.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

16. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 16.1. The Proposer agrees to comply with 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 16.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 16.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 16.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. SUB-PROPOSER/CONSULTANT

- 17.1. The use of Sub-Proposer/Consultant under this solicitation is not allowed without prior written authorization from the County representative.

18. RFP - PROJECT GUIDELINES

- 18.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 18.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 18.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
 - 18.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 18.1.4. In reference to vehicle travel, mileage and person-hours spent in travel time, are considered incidental to the work and not an extra compensable expense.
 - 18.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 18.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
 - 18.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library and other locations as deemed necessary.
Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer

systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

19. RFP – EVALUATION

- 19.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 19.2. **Evaluation Meeting(s):**
 - 19.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 19.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
 - 19.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
 - 19.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

20. RFP – SELECTION PROCEDURE

- 20.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
- 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 20.5.1. Make award(s) to one or multiple Proposers.
 - 20.5.2. Waive minor informalities in any response;
 - 20.5.3. Reject any and all proposals with or without cause;
 - 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

21. RFP – TIEBREAKER

- 21.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 21.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 21.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

- 21.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
- 21.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 21.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 21.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.
- 22. RFP – EVALUATION/ SELECTION COMMITTEE
 - 22.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
 - 22.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than three (3) firms to be interviewed or provide presentations.
 - 22.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.
- 23. WITHDRAWAL OF PROPOSAL
 - 23.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
 - 23.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.
 - 23.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:
 - 23.3.1. The Proposer acted in good faith in submitting the proposal,
 - 23.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
- 24. PROTEST RIGHTS
 - 24.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
 - 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
 - 24.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
 - 24.4. In order to preserve the right to protest, a written **“Notice of Intent to File a Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.

- 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 24.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

26.1. Designated Contact:

- 26.1.1. The awarded Proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 26.1.2. Lee County requires the awarded Proposer to provide the name of a contact person(s) and phone number(s), which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

26.2. RFP – Term:

- 26.2.1. The term of this project will be determined in the pre-construction phase.
- 26.2.2. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds

26.3. RFP – Basis of Award:

- 26.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.

26.4. Agreement/Contract:

- 26.4.1. The awarded Proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 26.4.2. Agreement/Contracts may have more than one department participating. Each participant will issue its individual purchase order and will be billed separately.

26.5. Records:

- 26.5.1. Retention: The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

26.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.6. Termination:

26.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

26.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Management Department Ordinance 22-06.

26.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for **a period of 180 calendar days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

26.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

27. WAIVER OF CLAIMS

27.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have waived any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. All vendors are requested to mail an original invoice to:

Lee County Finance Department

Post Office Box 2238

Fort Myers, FL 33902-2238

- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, Proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. SAFETY DATA SHEETS (SDS) (if applicable)

- 29.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (if applicable)

- 30.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

31. SHIPPING (if applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 31.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

32. LOCAL VENDOR PREFERENCE

- 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

33. INSURANCE (AS APPLICABLE)

- 33.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

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

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

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

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

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

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

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



Verification of Coverage:

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

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

End of Insurance

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

- 1.1. The County intends to award to a pool of responsible and responsive Construction Managers based on the Evaluation Criteria.

2. TERM

- 2.1 The Construction Manager (CM) shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

3. PROJECT COST THRESHOLD AND AUTHORITY

- 3.1. Pursuant to Florida Statute 255.103 (4) A governmental entity's authority under subsections (2) and (3) includes entering into a continuing contract for construction projects, pursuant to the process provided in s. 287.055, in which the estimated construction cost of each individual project under the contract does not exceed \$4 million.

4. INDIVIDUAL PROJECT AWARDS

- 4.1. The County intends to award projects individually to the applicable selected CM or CMs based on experience, availability, and license(s) to perform the work in accordance with Florida Statutes.
- 4.2. Each individual Contract will be its own contract between the County and the CM.

5. BOND/SURETY (CONSTRUCTION)

- 5.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 22-06.
- 5.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 22-06, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.
 - 5.2.1.A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
 - 5.2.2.A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 5.3. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 5.4. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 5.5. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.
 - 5.5.1.1. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by an agent with satisfactory evidence of its authority to execute the bond being submitted.

6. LETTER OF BONDABILITY

6.1. This solicitation does not require a Bid Bond; however, the Construction Manager Firm is requested to submit with their Proposal a Letter of Bondability from their Surety Company showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better. The County reserves the right to request Letter of Bondability, clarifications to letter, or revisions to such as part of Due Diligence process should such be necessary. Acceptable Letter of Bondability must be received prior to Notice of Intended Decision posted by the County

7. LIQUIDATED DAMAGES

7.1. Liquidated Damages will be negotiated with the awarded CM for inclusion in the Phase 2 GMP amendment to the Agreement/Contract for each individual project.

8. PERMITS

- 8.1. Unless otherwise specified in the project documents, the CM shall secure and pay for all permits, impact fees, and licenses and must pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the CM.
- 8.2. The CM shall pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 8.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 8.4. Permits obtained by the CM will be reimbursed at cost, no mark-up shall be allowed.

9. LOCAL VENDOR PREFERENCE

9.1. The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

End of Special Conditions

DETAILED SPECIFICATIONS

1. GENERAL SCOPE

- 1.1. Lee County Board of County Commissioners, seeks to contract with qualified Construction Management Firms to provide Construction Manager at Risk (CM) services, for various types of projects on an as-needed basis.
- 1.2. The types of projects are: new construction, demolition, site work, interior/exterior renovations, underground utility projects, road construction and mitigation projects. The CM will be required to have the licensing to perform one or more of these types of projects. During the Pre-construction Phase the CM will assist the County and design professional(s) to determine buildability, provide input, value engineering, and advise means or methods of potential cost savings to the County. The CM will complete the Construction Phase by the utilization of subcontractor's qualified, experienced and licensed companies/contractors who specialize in the various areas covered in the scope of the project. The Construction Phase will be inclusive of obtaining necessary permits, the selection and subcontracting of companies/contractors for goods and services that bring quality, economic benefits, and value engineering to the County.

2. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

- 2.1. CM shall use a PMIS to collect, combine and distribute information.

3. PROJECT OBJECTIVE

- 3.1. Phases: Projects will consist of two phases.
 - 3.1.1. Pre-Construction Phase
 - 3.1.2. Construction Phase
- 3.2. Pre-construction Phase:
 - 3.2.1. Prime Goal: During the Pre-construction Phase, the CM shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project(s). During the Pre-construction Phase, the County, the DP, and the CM shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Pre-construction Phase, the CM shall be paid a Pre-construction Phase Services Fee.
 - 3.2.2. Services: The CM shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Pre-construction Phase of the project should include, but not limited to:
 - 3.2.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.
 - 3.2.2.2. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction.
 - 3.2.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
 - 3.2.2.4. Making recommendations to the County and the DP regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of contracts.
 - 3.2.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.
 - 3.2.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.
 - 3.2.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase:

- 3.2.3.1. The CM and County shall agree on a Guaranteed Maximum Price (GMP.)
- 3.2.3.2. The CM and County shall execute the Construction Contract with all attachments and exhibits.
- 3.2.3.3. The CM shall not commence construction activities during the Pre-construction Phase.
- 3.2.3.4. The CM shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Pre-construction Phase. The County shall not be obligated to have the CM construct the Project nor shall the CM assume to have any rights to construct the Project.

3.3. Construction Phase:

- 3.3.1. Prime Goal: During the Construction Phase, the CM shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
- 3.3.2. Services provided by the CM during the Construction Phase of the Project shall include, but not be limited to:
 - 3.3.2.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
 - 3.3.2.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
 - 3.3.2.3. Establish and implement procedures for the coordination among the CM, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
 - 3.3.2.4. Maintain a record of local hires and hours worked as requested by the County.
 - 3.3.2.5. Maintain job site records and producing appropriate progress reports.
 - 3.3.2.6. Implement a labor policy in conformance with the requirements of the County.
 - 3.3.2.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
 - 3.3.2.8. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the Contract.
 - 3.3.2.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
 - 3.3.2.10. Schedule and conduct regularly scheduled and non-scheduled job-related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
 - 3.3.2.11. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the DP.
 - 3.3.2.12. Establish and maintain a cost control system.
 - 3.3.2.13. Conduct meetings to review costs.

4. **GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE**

- 4.1.1. The CM, with the assistance of the DP, shall commit to a Guaranteed Maximum Price (GMP) for all construction related activities regarding the Project. The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price. The project will be Open Book. All savings, including unused contingency, shall be returned to the County. The County reserves the right to request an alternative item for Furniture, Fixtures & Equipment (FF&E), which the County may ask to be included in the GMP. The County shall accept or reject this alternative item prior to finalizing the GMP. The CM shall competitively select all construction sub-contracts and other work appropriate for competitive selection using cost and other factors.

4.1.2.No Construction Work shall commence until a GMP for the entire construction work is mutually agreed upon in writing and formally executed by both the CM and County. At a time determined by the County and the CM, but no later than the conclusion of the Pre-construction Phase, the CM shall propose a GMP for the construction of the entire Project. The proposed GMP shall not exceed the amount within the County's project budget available for cost of the construction work.

4.1.3.The CM shall also submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CM Pre-construction Phase Contract Documents and the CM Construction Phase Contract Documents, if and when the latter are executed.

5. NEGOTIATED ITEMS

5.1.1.Any item not outlined in the CM Scope of Services may be subject to negotiations between the County and the CM.

5.1.2.If a fee for the Pre-construction Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Pre-construction Phase Services Contract to the CM and may move to the next CM candidate on the selection list.

5.1.3.If a Guaranteed Maximum Price cannot be agreed upon then the County is under no obligation to award a Construction Management Services Contract to the CM and may move to the next CM candidate on the selection list.

5.1.4.All materials or plans, regardless of format or media used, created under the Pre-construction Phase shall be and remain the property of the County.

6. CONSTRUCTION MANAGER AT RISK REQUIREMENTS:

6.1.1.Upon the award of a Construction Management Services Contract, the CM shall be contracted with the County to furnish his or her skill and judgment in cooperation with, and reliance upon, the services of the DP. CM will assist the County and DP in the management and administration of the Project. The County shall at all times retain complete contractual control of all prime CM and DP contracts, project funds, and disbursements.

6.1.2.The CM shall furnish administration and management of the construction process and other specified services to the County. The CM shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. If it is in the County's best interest, the CM shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.

6.1.3.The CM will comply with all County, State, and Federal regulations, ordinances, and laws as they apply to this Project.

6.2. Ancillary Technical Services:

6.2.1.The County may request that the CM perform Ancillary Technical Services that shall include, but not be limited to:

6.2.1.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.

6.2.1.2. Land Surveying:

6.2.1.3. Other testing and consultant services that are determined by the County to be required for the Project.

6.3. Self-performance:

6.3.1.The CM, at the County's discretion, may only be allowed to self-perform 25% or less of the overall project. The remaining 75% must be bid among subcontractors.

- 6.3.2.If the CM discovers that self-performed services are more economically beneficial to the County, then they may exceed the 25 % requirement with prior written approval of the County.
- 6.3.3.If the CM receives one or less bids from subcontractors in a selected specialty or field, then the CM may exceed the 25% self-performance with written approval of the County.

End of Section

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **10 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects similar in scope and size (under 4 million) to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information

- Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - **Initial Contracted Amount**
 - **Final contract amount**
 - Number of change orders
 - Initial Completion Time (Time originally given for the project)
 - Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

TAB 4: Personnel

- Provide a detailed description of the firm's **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.
Resumes are not included within page restrictions, but should be limited to one (1) page per person.
**Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration."*

TAB 5: Local Vendor Preference

- If applicable, provide documentation supporting your firm's physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
- All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

TAB 6: Required Forms

- Forms 1- 8

2. SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM	25
2	COMPANY RELEVANT EXPERIENCE & REFERENCE	35
3	FIRM PLAN OF APPROACH	25
4	PERSONNEL	10
5	LOCAL VENDOR PREFERENCE	5
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, September 27, 2022	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, November 1, 2022	Prior to 2:30 PM
First Committee Meeting & Discussion	Thursday, November 17, 2022	TBD
Notify Shortlist Selection via e-mail (If applicable)	Monday November 28, 2022	TBD
Final Scoring/Selection Meeting (If applicable)	Monday, December 12, 2022	TBD
Board Meeting	Tuesday, February 2, 2023	9:30 AM
Additional notes on Submission Schedule: - Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel. - Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website. - Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901-Procurement Management.		

End of Submittal Requirements & Evaluation Criteria Section

FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL CCNA
CONSTRUCTION MANAGER AT RISK (CM)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # **Title/Description**

1 **Solicitation Response Form**

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

***** **Business Relationship Disclosure Requirement**

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2 **Affidavit Certification Immigration Laws**

Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.

3 **Reference Survey**

Provide this form to reference respondents. This form **will be turned in with the proposal package**.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3**."
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 **Negligence or Breach of Contract Disclosure Form**

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the

litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies Proposer’s location information

6 *Sub-Contractor/Consultant List* (if applicable)

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

To be completed after award for CM solicitations

7 *Public Entity Crimes Form*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Trench Safety* (Required for Construction Projects Only)

Self-explanatory

To be completed after award for CM solicitations

* *Letter of Bondability*

* *Proposal Label* (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder/Proposer’s responsibility to insure the Solicitation Response is received no later than the specified opening date and time. (If the submission is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form


**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**
Date Submitted: _____ Bid Due Date: 11/1/2022SOLICITATION IDENTIFICATION: CMR220546NATSOLICITATION NAME: Construction Manager at Risk Annual Services

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL**ADDRESS MUST MATCH SUNBIZ.ORG** _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

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CMR220546NAT Construction Manager at Risk Annual Services

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form) ☐ Business Relationship NOT Applicable

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)

- 4 Proposer? If yes, please attach a current certificate.

Yes No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

www.sunbiz.org - Department of State

Page 1 of 1

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FE/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999
 Changed 02/11/2012

Verify either Principal or Mailing
 address is on Form 1

Mailing Address

555 N Main Street
 MYour Town, USA 99999
 Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA99999

Title V

President, Second
 555 AVENUE
 Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors.

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

Form 2 – Affidavit Certification of Immigration Laws

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**SOLICITATION NO.: **CMR220546NAT**SOLICITATION NAME: **Construction Manager at Risk Annual Services**

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature _____

Title _____

Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced _____ (Print or Type Name) _____ as identification.

(Type of Identification)

Notary Public Signature _____

Printed Name of Notary Public _____

Notary Commission Number/Expiration _____

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

Form 3 - Reference Survey**Lee County Procurement Management
Reference Survey**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	_____	Bidder/Proposer:	_____
COMPANY:	_____	Due Date:	_____
PHONE #:	_____	Total # Pages:	1
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	_____

Section 2 Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: _____			
Reference Project Name:	Project Address:	Project Cost:	
_____	_____	_____	_____
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

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CMR220546NAT Construction Manager at Risk Annual Services

Form 4 -Negligence or Breach of Contract Disclosure Form



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.
Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Form 5 - Affidavit Principal Place of Business

**AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer

Title

⇒

Authorized Signature

Date

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

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary:

State of _____

County of _____

⇒

Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

TO BE DETERMINED AND COMPLETED AFTER AWARD

Form 6 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)
 by _____
(Print individual's name and title)
 for _____
(Print name of entity submitting sworn statement)
 whose business address is _____
 (If applicable) its Federal Employer Identification Number (FEIN) is _____
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

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

Public Entity Crime Form

Page 2 of 2

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

*Form 8 - Trench Safety (Required for Construction Projects Only)***TO BE DETERMINED AND COMPLETED AFTER AWARD****TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this
 ____ day of _____, 20____, by _____ who has produced
 (Print or Type Name)

 (Type of Identification) as identification.

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

Sealed Proposal Label

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a "Sealed Submission/Proposal".**

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	CMR220546NAT
SOLICITATION TITLE:	Construction Manager at Risk Annual Services
DATE DUE:	Tuesday, November 1, 2022
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

37 CMR220546NAT Construction Manager at Risk Annual Services

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 20, 2024

Agenda Item:

EC 2024-28 Manhattan I Construction Piggyback Agreement

Motion to approve EC 2024-28 Manhattan Construction Piggyback Agreement for Construction Manager At Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Background:

Over the past several years the Village has been working on the planning, design, and permitting of several infrastructure projects. Many of these projects are ready or will be ready to start construction in the coming months.

A potential construction delivery method for these projects is Construction Manager At Risk (CMAR). The Village of Estero does not currently have contracts with firms to provide CMAR services to the Village.

In 2022 Lee County awarded CMAR Annual Services Contracts to several qualified construction firms. The Village of Estero can use any of these firms for the services outlined in the County's agreement through what is known as a piggyback agreement.

Description:

Village Staff is proposing to execute a piggyback agreement with Manhattan construction for CMAR services. If executed, this contract would allow the Village to hire Manhattan Construction to manage and build smaller projects that are expected to cost less than \$4.5 million for construction.

This agreement does not include any guarantee of work. The Village Council will approve any future assignments of work under this contract.

Action Requested:

Motion to approve EC 2024-28 Manhattan Construction Piggyback Agreement for Construction Manager At Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Process and Timeline:

No work is assigned as part of this contract.

Financial Impact:

There are no financial impacts with this agenda item.

Prepared by: David Willems P.E.

Attachments:

1. EC 2024-28 Manhattan Construction CMAR Piggyback Agreement

**PIGGYBACK AGREEMENT FOR CONSTRUCTION
MANAGEMENT AT RISK SERVICES**

This Agreement is made on the **20th day of March, 2024** (the “Effective Date”), by and between the **Village of Estero**, a Florida municipal corporation (the “Client”) and **Manhattan Construction Company**, an Oklahoma corporation authorized to conduct business in Florida (the “Contractor”), collectively referred to as the “Parties”.

WHEREAS, the Client has determined that it requires certain construction management services for various projects planned for its current and future fiscal years; and

WHEREAS, on September 27th 2022, Lee County, a political subdivision of the State of Florida (“County”) issued RFP # CMR220546NAT (“RFP”) for the purpose of receiving bids for continuing construction management services as further described in the RFP (the “Services”); and

WHEREAS, the Contractor responded to the RFP and County subsequently selected the Contractor as a responsive, responsible bidder; and

WHEREAS, on February 1st 2023, the Contractor and County entered into a Construction Manager at Risk-Annual Services Agreement (the “County Contract”) wherein the Contractor agreed to perform the Services for the County with a Term beginning March 7th 2023 in accordance with the terms and conditions described therein and in subsequent separate project-specific contracts; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by the Code or Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s; and

WHEREAS, the Client’s legal counsel has analyzed the RFP process used by the County and has determined that it was conducted in compliance with Florida Statutes § 255.20 and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to § 2-184(b) of the Village Code; and

WHEREAS, the Client desires to piggyback onto the County Contract for the purposes of receiving the same Services from Contractor as are being provided to County under the County Contract; and

WHEREAS, the Village Manager or designee has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client’s piggybacking onto the County Contract under the terms provided for herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Performance of the Services.** The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to County in accordance with the terms and conditions of the County Contract, at the prices specified therein. All references to the “County” or “Lee County” in the County Contract shall, for purposes of this Agreement, mean Client.
2. **Unit Pricing.** The Contractor’s work shall be performed at the same unit prices as are set forth in its Proposal (if any).

3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the County Contract, and as further elaborated in the separate project-specific contract between the Parties awarded pursuant to § 4.2 of the RFP.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to County in the County Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP, (ii) the Contractor's Proposal, and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term; Renewal; Termination. The Term of this Agreement shall commence on the Effective Date, shall have an expiration date of **March 7th 2026** (the termination date established in the County Contract award letter), and may be renewed for up to an additional three one-year terms, which renewals may be exercised by the Client notwithstanding the County's exercise of its own renewal option. This Agreement may be terminated as provided for in the same manner as is set forth in § 26.6 of the RFP incorporated into the County Contract.
7. Staff Title References and Language Substitutes. To the extent the County Contract refers to Project Manager, Project Administrator, or certain other County officials or employees authorized to act under the County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Village Manager, or her/his designee. The following terms in the County Contract are revised as follows:

Section 28 of the RFP incorporated into the County Contract is revised to read:

Contractor shall submit invoices to Client by submitting them to Client, attn: Village Manager, at 9401 Corkscrew Palms Circle, Estero FL 33928. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Section 32 and Special Condition 9.1 of the RFP incorporated into the County Contract, addressing the County's local vendor preference rules, are deleted.

In the event the Scope of Work set forth in any separate contractual work assignment issued pursuant to this Agreement exceeds \$100,000, the Contractor must provide the Client, and file a copy with the Clerk of Court, a payment and performance bond in favor of the Client in the form and manner as set forth in Florida Statutes § 255.05.

Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the County in the County Contract.

In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the Village, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

8. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 Corkscrew Palms Cir., Estero, FL 33928.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:

Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Cir.
Estero, FL 33928

Contractor:

Manhattan Construction Company
Attn: Craig Bryant, Vice President
3705-1 Westview Drive
Naples, FL 34104

10. Representations; Warranties; Fee Disclosure.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.
- c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

Village of Estero will pay permits and fees related to the project.

The dollar amount or the percentage method or the unit method of all permits or fees listed above which may be required by the Client as a part of this Agreement are:

Village of Estero will pay permits and fees related to the project.

The following is a listing of all other governmental entities that may have additional permits or fees generated by the project:

Such information may vary depending on individual project assignment/scope, and so will be provided at the time of work assignment.

11. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual

assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Client to declare a default of this Agreement.

- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.
- e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Contractor engages in business operations in Cuba or Syria; or
 - (iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- l. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Village of Estero

Manhattan Construction Company

By: _____
Steve Sarkozy, Village Manager

By: _____
Craig Bryant, Vice President
Southwest Florida Operations

Letter of Award



BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

November 21, 2022

(239) 533-8881

Cecil L. Pendergrass
District Two

Manhattan Construction Company
3705-1 Westview Dr.
Naples, FL. 34104

Ray Sandelli
District Three

Brian Hamman
District Four

SUBJECT: CMR220546NAT Construction Manager at Risk: Annual Services

Mike Greenwell
District Five

Dear Mr. Bryant,

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

The Lee County Board of County Commissioners shall consider the award of Solicitation No. CMR220546NAT, Construction Manager at Risk: Annual Services, to Fourteen (14) firms at the March 07, 2023, public meeting; Manhattan Construction Company is one of the awardees. Individual projects will be awarded on an as needed basis. As projects are approved, the County will issue separate contracts for each project. No work is guaranteed.

By signing below, Manhattan Construction Company agrees to be retained as a Construction Manager at Risk under Lee County CMR220546NAT, Construction Manager at Risk: Annual Services, for a term of three (3) years commencing on March 07, 2023, with an option to renew for up to three additional one-year periods upon mutual written agreement of both parties.

Should you have any questions or concerns please contact Lee County Procurement at 239-533-8881.

Manhattan Construction Company:

Lee County:

Signature

Signature of Authorized Official

Vice President

Director of Procurement Management

Title

Title

2/1/2023

Date

Date

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 533-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

RFP CMR220546NAT

Response

ORIGINAL

Response to Request for Proposal CMR220546NAT

LEE COUNTY BOARD OF COUNTY COMMISSIONERS CONSTRUCTION MANAGER AT RISK (CMAR) ANNUAL SERVICES

November 15, 2022 2:30 pm



Prepared by:
Craig Bryant, Vice President
Manhattan Construction Company
3705-1 Westview Drive
Naples, Florida 34104
(239) 643-6000
cbryant@manhattanconstruction.com



Prepared for:
Nick Trueblood, Procurement Analyst
Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901
(239) 533-8836
ntrueblood@leegov.com



Lee County Board of County Commissioners

► CMR220546NAT- Construction Manager at Risk Annual Services

Prepared for:
Nick Trueblood, Procurement Analyst
Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Prepared by:
Manhattan Construction Company
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Years in Business Under Present Name:
126 years

Former Names Organization has Operated:
None.

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► **Qualifications of the Firm**

When Laurence H. Rooney founded Manhattan Construction in 1896, he built his business and reputation for trustworthiness and dependability. These timeless values have enabled Manhattan to become one of the most respected construction firms in the nation.

In the last three years Manhattan has received more than 40 industry honors for quality and safety. Manhattan is a **18-time Associated Builders and Contractors (ABC) Accredited Quality Contractor (AQC)**, a **nine-time STEP Diamond Safety Award Winner**, and a **2021 Pinnacle Safety Award winner, ABC's Top National Safety Honor**.



The company's services include Builder-Driven Preconstruction, construction management, general building and design-build. The company works in the U.S., Mexico, Central America and the Caribbean.

Manhattan's Philosophy

Manhattan has been privately held by the Rooney family for five generations. That consistent ownership has instilled a philosophy of always focusing on doing quality work and making it our mission to take great care of our clients, employees and subcontractors every single day. Our success in the construction industry and our excellent reputation for being a quality

contractor is the natural result of maintaining this philosophy.

We Are Trusted

Manhattan Construction is recognized by the industry and our clients for providing well built structures on time and within budget. We are trusted by our clients to provide a problem-free and risk-free process. And, we make all stakeholders—clients, employees, architects, subcontractors and suppliers—successful.

We Are Recognized As A Top Firm

Manhattan has developed an extensive building portfolio since our founding in 1896. Our firm has solid experience in new construction, renovation and restoration, which features municipapl facilities, higher education facilities; parking structures; aviation facilities; corporate headquarters; healthcare facilities; office buildings; hospitality, retail and entertainment facilities; congregate living facilities; sports arenas; and convention center projects.



Building Design and Construction

(BD+C) consistently ranks Manhattan among the top contractors in the Nation on their Giants 300 List.

Manhattan's BD+C 2021 Rankings

Top 140 Contractors:	47
Top 90 Construction Management:	78
Top 90 Government Sector:	30
Top 75 Local Government Sector:	22
Top 100 Reconstruction Sector:	24
Top 80 Workplace/Interior Fitout:	23

Manhattan Construction ranks among the top leaders in several categories listed by Engineering New Record's (ENR) Top 400 List.

Manhattan's ENR 2021 Rankings

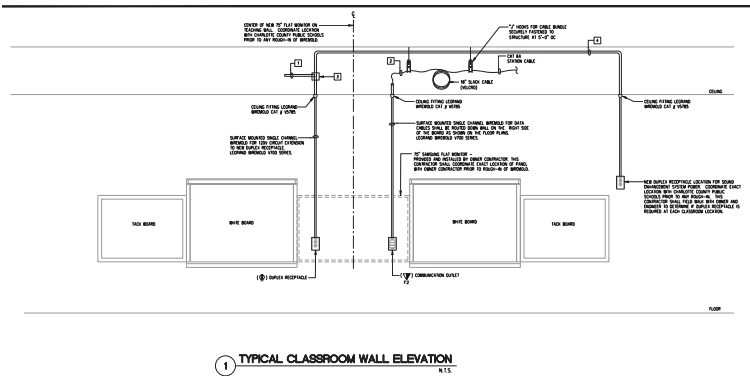
Top 400 Contractors:	65
Top 100 Contractors by New Contracts:	68
Top Government Offices:	20
Top CM at Risk:	42

Client Oriented Approach

Our construction process begins with understanding the goals of the Owner. Our Builder-Driven Pre-Construction® tools and processes will provide you with an early, on-going and comprehensive view of your project. We analyze and evaluate schedule acceleration options, functionality of design, mechanical, electrical and plumbing system, and design harmony. Throughout the pre-construction phase, Manhattan's seasoned team will work with the design team and utilize time-tested and proven methods in order to provide Lee County Government the highest quality project at the best value possible, with maximum local participation and an early delivery date.



Punta Gorda, Florida



The installation of these more advanced smart boards is a benefit to both the educational staff and the students.

(5 months 3 days)



► City of Plant City CARES Act Project(s)

302 W Reynolds St, Plant City, Florida 33563



Manhattan was selected by the City of Plant City as Construction Manager at Risk to assist in transforming several municipal/government buildings into touch-free, socially distanced spaces utilizing CARES Act Funding awarded due to the Coronavirus Pandemic. The City Facilities improved include City Hall, Police Department, Parks and Rec, and Solid Waste Facility Buildings.

Improvements at City Hall and Police Department Buildings include the installation of new "Genius Wall" demountable glass-hybrid partitions that stretch from the floor to a few inches below the existing ceiling system creating an open inclusiveness environment but limiting exposure risks to essential personnel and their daily operations. Several areas at City Hall were reconfigured to limit the flow of traffic traversing and minimizing touch-points by installing automatic door operators, and sliding glass entry doors.

The new safety equipment at the Solid Waste Facility includes the installation of an Xtreme Sanitization Cube that sprays a dry sanitizing mist on those that walk through it. The mist is safe on skin, clothes, glasses, and is designed to thoroughly disinfect employees as they walk through the Cube unit before entering into the facility. Additional improvement projects completed include replacement of 465 existing touch-type plumbing fixtures with touchless motion-activated fixtures, installation of "hands-free" elbow door pulls, installation of several glass wall separators, and pass-through transaction windows designed to improve the safe day-to-day operations of employees and the residents that depend on their services.

Owner:

The City of Plant City
Jack Holland - Asst. City Manager
(813) 659-4250
jholland@plantcitygov.com

Architect:

The Lunz Group

Project Cost:

Initial: \$1,916,486

Final: \$2,929,738

The difference in cost comes from work added at two additional buildings:

Streets Storm Water Building - \$798k

Restroom Renovations - \$215k

Number of Change Orders:

5 (Owner COs)

Project Size:

N/A

Project Schedule:

Initial Completion:

12/31/20

(30 days)

Final Completion:

03/01/2022

(15 months)

The difference in completion date comes from the work added at two additional City buildings.



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► USF Library Elevator Modernization

4202 E Fowler Ave, Tampa, Florida 33620



The USF Campus Library is used by thousands of students every day and is a main hub for students on campus.

This project included the complete renovation of three elevators within the main library, including the removal of the old equipment, installation of the new equipment, and re-skinning the cabs.

The job also involved sequencing to take one elevator cab off-line to work on, while allowing the other two to remain in operation. This project was issued under continuing contract.

Owner:

University of South
Florida
Scot Berrian - Project
Manager
(813) 974-1429
fberrian@usf.edu

Architect:

Williamson Dacar
Associates

Project Cost:

Initial: \$1,146,064
Final: \$1,146,064

Number of Change Orders:

3 (Owner COs)

Project Size:

N/A

Project Schedule:

Initial Completion:
12/02/2019
(15 months)

Final Completion:
10/01/2019
(14 months 29 days)

Manhattan Construction Company recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.



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► Firm Plan of Approach

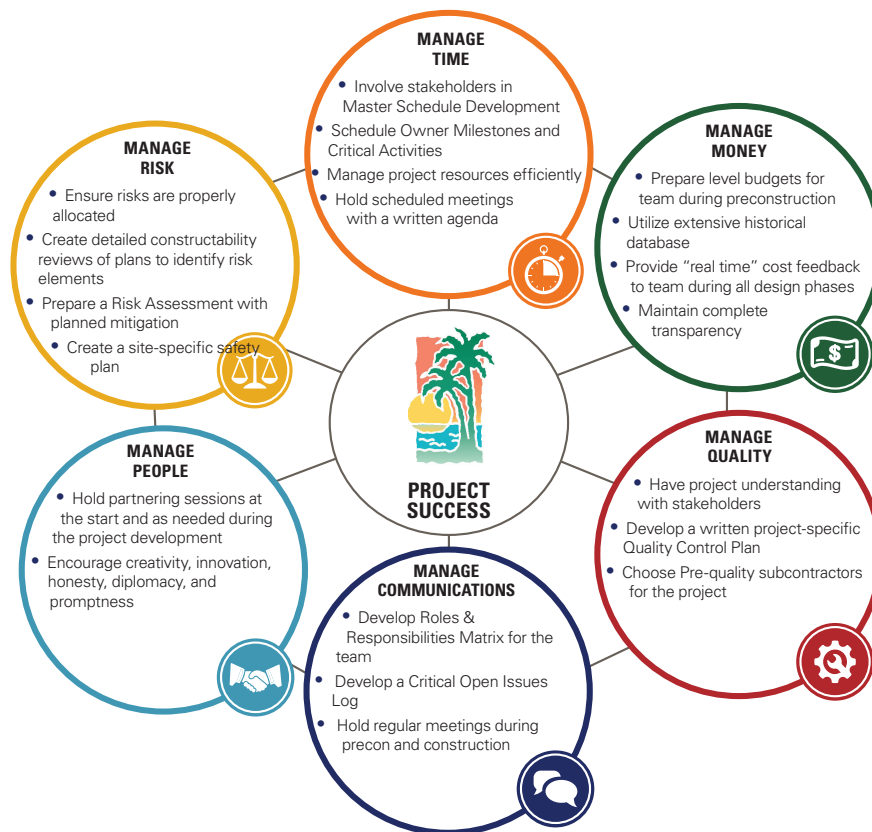
As a continuing services contractor, we recognize your need for a trusted team of professionals who work as an extension of your staff. From the beginning of each project, Manhattan will work collaboratively and proactively, and encourage input from all sides.

Manhattan's role as Construction Manager at Risk begins at project inception and continues through project closeout. Throughout the project delivery, we consider ourselves an extension of your staff. Our Construction Management philosophy is to ensure that the Owner and Manhattan work as **one unified team** from the start of preconstruction to project closeout.

The Construction Management at Risk process is a collaborative and teamwork-oriented method. The

majority of Manhattan's completed projects were delivered utilizing this method. This is the delivery method that our process and systems are primarily built around, how our company is staffed to work and how our people are trained.

Effective Construction Management includes partnering with all stakeholders to understand the project's goals, defining project objectives, developing strategies to reach these objectives, and then executing a plan to safely put the strategies into practice. Manhattan knows that properly managing the **six key principles (time, money, quality, communications, people, and risk)** is the best way to keep projects moving forward efficiently and productively creating a successful project, within the agreed-to plan.





► Firm Plan of Approach



Collier County Schools Continuing Contract
Renovation project for Collier Schools

Construction Management Approach.

We understand our role as a Construction Manager for Lee County is to operate as an extension to and in support of the County staff as your advocate.

Communication

The County should always receive a benefit for selecting the right Construction Manager for the right project, whether it is shorter construction durations, cost savings or both regardless of the size and scope of the project. Providing the conduit for clear and timely communication between Lee County, all of the professional services personnel and our subcontractors is the key to success that Manhattan provides. Detailed communications will ensure that we exceed all expectations for each project.

Cost Control

To maintain cost controls, we have a vast portfolio of qualified subcontractors to draw from. In today's economy, not every subcontractor that wants to bid is qualified to successfully complete the project's goal. Prequalification is our method to ensure that all successful bidders have the ability to meet our mutual goals set for the project. Additionally we are known as a construction manager who analyzes all changes to the project for accuracy. We only present changes that are legitimate, cost effective, and beneficial to the owner.

Local Relationships

Code and regulatory compliance has to be taken very seriously. These regulations and requirements are not optional, and we have outstanding relationships with the local regulatory agencies. These relationships have been built by working with them, understanding their needs and expectations and consistently meeting or exceeding their goal.

Minimizing Impact to the Public

Working with the people impacted by our projects to avoid disruption any more than necessary is a very important aspect of our Construction Management process. We have found that keeping the public informed and engaged in the project greatly reduces the number of complaints received by the County. The best projects for us are the ones that no one knows we did.

When Manhattan Construction completes a project, with the exception of increased services, no one should remember us being there. That is our philosophy, that's how we work. We look forward to providing you with the best results that construction management services can deliver.

Local Participation

Manhattan Construction will utilize as many local businesses as possible for the Lee County CMaR Annual Contract. Our corporate goal has always been to actively pursue local subcontractors for all of our projects.



Lee County Continuing Contract
Parking lot expansion project for Lee County.



Lee County Schools Continuing Contract
Renovation project for Lee Schools



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► Firm Plan of Approach

By engaging subcontractors that have a tie to the community, we have found that the level of service is increased as well as the pride of the team members.

Our philosophy is that subcontract management begins with proper subcontractor evaluation and selection. We consistently obtain the best pricing from the Southwest Florida subcontracting community because they know:

- Our projects are professionally managed and well organized.
- We manage and maintain efficient project schedules.
- We provide and require a safe environment for their workers.

Additionally, Manhattan has long, mutually respected relationships with virtually every engineering and architectural firm in Southwest Florida. There is no learning curve no matter which firm we work with.

Fiduciary Responsibility

Our team takes our fiduciary responsibilities seriously. As with any public project, but more importantly because we are Lee County tax payers, we take the attitude of "Spend money like it was your own."

Our duties include:

1. **Care and Custody:** We must uphold a high standard of professionalism in carrying out the work; execute our policies and procedures with diligence. We embrace Lee County's budget as our own.
2. **Integrity:** Our culture is a result of more than 125 years of our belief and practice in our core values which include: safety, excellence, integrity, respect, and client-driven culture. It is the responsibility of all employees and team members to embed these values in their daily behavior and to ensure these values drive our decision and actions every day.
3. **Honesty and Open Disclosure:** We have an obligation to keep all information open and "on the table" allowing the team to make accurate and timely decisions.
4. **Loyalty:** We have an obligation to refrain from acquiring any interest or taking any action, within reason, without open disclosure of material facts and obtaining Lee County's informed consent.

5. **Duty of Good Faith:** We will carry out our responsibilities in good faith, truthfulness, and integrity with the County's best interest in mind. Utilizing our proprietary process / procedures on your projects will ensure Lee County the highest value at the lowest cost for all of your projects.

You Set the Schedule, We'll Make the Deadline

Manhattan takes schedules seriously and we are proud of our track record of completing projects on or ahead of schedule. We are accustomed to working off-hours, multiple shifts, and weekend work in order to meet owners' deadlines.

Manhattan will use the Phoenix and P6 scheduling software to develop a schedule in sufficient detail to be a useful tool for daily management of the project, if the size of the project so warrants. The schedule will allocate work responsibilities and set deadlines for the project.

For smaller, quicker turnaround projects we will develop detailed daily/weekly schedules to clearly delineate the sequence of work.

As Construction Managers it is our responsibility to develop the project schedule at each phase; design, permitting, preconstruction, GMP development, and construction. We will also maintain the schedule to ensure on-time delivery of each phase and to bring the overall project in on time. The Project Manager will be responsible for the development and maintenance of the project schedule.

We understand the need to coordinate the work around scheduled public events, this will be accomplished by meeting with the County on a project-by-project basis to plan work activities and provide safe access to the public.



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► Firm Plan of Approach

We will develop the schedule with enough detail to allow for public events to occur in a safe, organized manner.

Our experienced construction team knows what activities are critical to the successful completion of continuing contracts projects and will focus the schedule on those items such as foundations, structure, MEP installation, and finishes. Each one of these activities will be defined with appropriate detail in order to manage the trade subcontractors effectively.

Guaranteed Maximum Price (GMP) Process

Our goal is to present a Guaranteed Maximum Cost at the earliest opportunity. With more than 54 years in Southwest Florida, Manhattan has a database of thousands of local Subcontractors and Vendors. Also, participation in local trade organizations, and our consistent workload in Southwest Florida, and successful relationships with various subcontractors and suppliers gives us significant buying power in the local market. Manhattan has a local reputation for fair dealing which enhances our ability to obtain valuable input from our subcontractors.

Manhattan holds pre-bid events to attract subcontractor interest in the project.

- Subcontractor invitations begin with a thorough evaluation and understanding of the design documents, by our in-house estimating and pre-construction team.
- Manhattan's Estimating Department performs a detailed take-off (for every component) and a complete estimate for the project structural and MEP Systems. The following tools are used by our

pre-construction and estimating personnel: iSqFt; Destini Estimating Software, On-Screen Take Off; Revit / BIM & Navis Works (as applicable for project).

- Our extensive and local historical cost database is used to evaluate the preliminary estimate.
- A custom tailored "Procurement Strategy" for each project will be developed.
- Early procurement requirements are defined.
- A strategy is implemented to achieve desired M/WBE participation.
- All estimates reviewed by senior level management personnel.
- Detailed subcontractor bid packages are issued and all appropriate advertising performed.
- Pre-Bid meetings held for all major scope and packages.
- Bids are thoroughly evaluated and bid tabs created and compared to Manhattan estimate.
- Bid tabs are reviewed with Lee County Representatives and the Design Team.
- Pre-Award interviews are performed and scopes/contract forms modified as needed.
- Post award notifications performed.
- Project Cost Report updated and reviewed with the Project Team.

Manhattan will provide a GMP manual for each project that includes the contract, assumptions and clarifications, schedule, general conditions, GMP summary, list of contract documents, site management plan, list of allowances (if applicable) and a value engineering tracker (if applicable.)



Manhattan has completed 20 projects while under Construction Management at Risk continuing services contract with the University of South Florida over the past five years. All of these projects were delivered on time and under the GMP value.

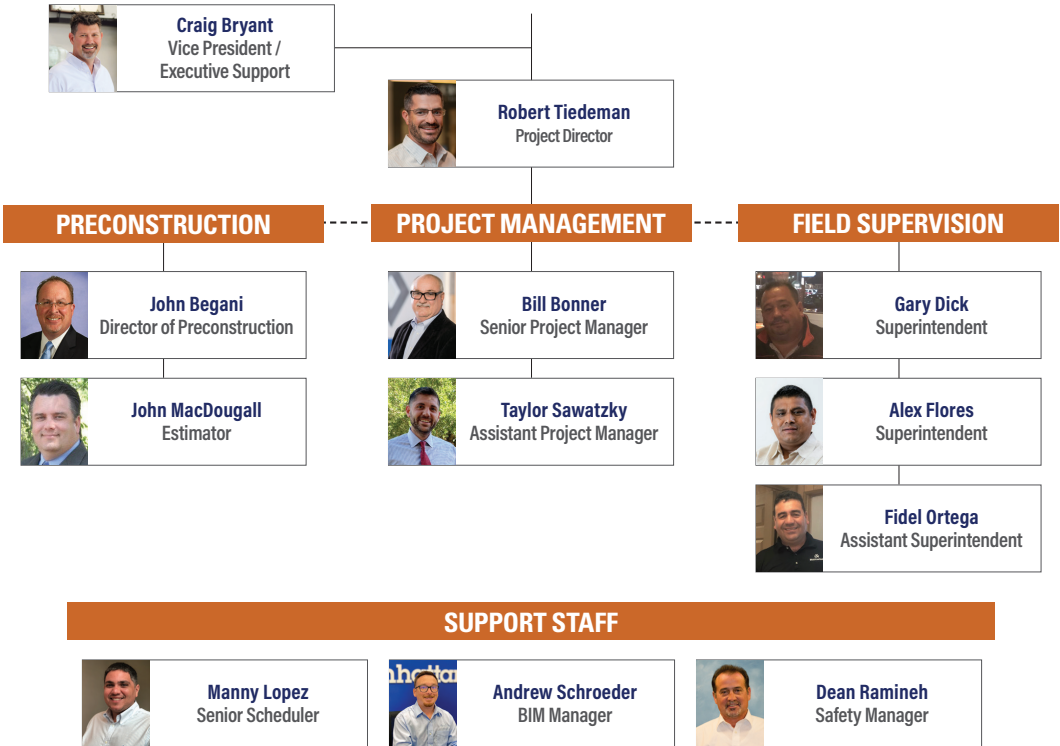


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► **Personnel**



Robert Tiedeman will serve as Project Director and is 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.

Manhattan Construction understands that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.





► Personnel



Education / Credentials:
B.S., Building Construction,
University of Florida, Gainesville,
FL 2002

OSHA 30-Hour Certified

Years Experience:
22 years

Robbie Tiedeman - Project Director

Robbie is a 22-year veteran of the construction industry who has experience on both the owner side of the table and as a construction manager. From this experience, he places a high value on building relationships with all parties involved. With a focus on relationships, he has a knack for team building and ensuring to the success of everyone involved. With Robbie, you get a problem solver who drives urgency and finds a way around any obstacles or challenges a project may present.

Selected Project Experience

Lee County Schools CEP Upgrades at Multiple Schools Fort Myers, FL Size: Various	\$9,000,000
Southwest Florida Regional Emergency Shelter Fort Myers, FL Size: 40,000 sf	\$16,000,000
Babcock High School Babcock Ranch, FL Size: 40,000 sf	\$14,000,000
Moorings Park Orchid Terrace - Lilac Kitchen Renovation Naples, FL Size: 7,000 sf	\$325,000
Moorings Park Small Project - Bocce Ball Court, Pavilion, and Bower Chapel Fountain Naples, FL Size: 2,000 sf	\$2,000,000
Jacksonville EOC & Fire Rescue Department Warehouse Structural Hardening Jacksonville, FL Size: 40,000 sf	\$1,000,000
Jacksonville Fire Rescue Department Mold/Mildew Remediation Jacksonville, FL Size: 40,000 sf	\$250,000
Jacksonville Main Library Water Intrusion Jacksonville, FL Size: 300,000 sf	\$1,000,000
Jacksonville Southeast Regional Library Remodel Jacksonville, FL Size: 300,000 sf	\$150,000
Walton County New Animal Shelter DeFuniak Springs, FL Size: 15,000 sf	\$2,000,000
Walton County Warehouse Renovation DeFuniak Springs, FL Size: 115,000 sf	\$15,000,000
Walton County Sheriff's Office Vehicle Maintenance and Fueling Station DeFuniak Springs, FL Size: 20,000 sf	\$1,500,000
Department of Juvenile Justice Facility DeFuniak Springs, FL Size: 7,000 sf	\$3,000,000



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► Personnel



Education / Credentials:
Edison Community College

Lee Vo-Tech, Carpentry
Apprenticeship Program

OSHA 30-hour

Years Experience:
42 years

Bill Bonner - Senior Project Manager

Bill oversees multiple or individual large complex projects providing direction for the on-site project management teams. Construction activities are monitored and controlled by our Senior Project Manager through administrative direction of on site personnel, contract management, budget control, and cost adherence while overseeing implementation of the company's Safety and Quality Control Programs. He is the liaison for client, architect, and engineering contacts to facilitate construction activities.

Selected Project Experience

Lee County Government Continuing Contract Fort Myers, FL Size: Various	Projects up to \$4,000,000
City of Fort Myers Continuing Contract Fort Myers, FL Size: Various	Projects up to \$4,000,000
Downtown Fort Myers Streetscape & Utility Improvements Fort Myers, FL Size: 52 city blocks	\$58,400,000
Marco Island Fire Station 50 & EOC Marco Island, FL Size: 24,000 sf	\$12,610,513
Marco Island Veterans' Park Renovation Marco Island, FL Size: 10 acres	\$11,770,756
Hilton Marco Island Beach Resort First Floor Renovation Marco Island, FL Size: 50,000 sf	\$21,954,000
Norman High School Renovation Storm Shelter Addition Norman, OK Size: Various	\$11,259,000
Chesapeake Energy Arena Phase C Renovation Oklahoma City, OK Size: Various	\$34,149,000
Mike Monroney Aeronautical Center 023-STB Renovation Oklahoma City, OK Size: 115,000 sf	\$29,571,000



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► Personnel



Education / Credentials:
Associates of Intelligence
Operations, Military
Intelligence, Cochise College,
Sierra Vista, Arizona 2015

Bachelor of Business
Administration - BBA,
Business Administration and
Management, Florida Gulf
Coast University, Fort Myers,
Florida, 2018

M.B.A, Florida Gulf Coast University,
Fort Myers, Florida, 2020

Project Management Professional
(PMP), 2021

U.S. Army, Army Achievement
Medal, 2013-2014

Years Experience:
6 years

Taylor Sawatzky - Assistant Project Manager
Manhattan's Assistant Project Manager provides management direction for the on-site project team while focusing on the daily activities and management of the Engineering staff. Construction activities are monitored and controlled by the Assistant Project Manager through administrative direction of on-site personnel, contract management, budget control, and cost adherence while overseeing implementation of the company's Safety and Quality Control Programs. ***Prior to joining Manhattan, Taylor worked on the owner's side serving as a Project Manager for Collier County Government.***

Selected Project Experience		
Marco Island Fire Station 50 & EOC		\$12,610,513
Marco Island, FL Size: 24,000 sf		
Marco Island Veterans' Park Renovation		\$11,770,756
Marco Island, FL Size: 10 acres		
Collier County SCRWTP HVAC/Water Plant Renovation		\$950,000
Naples, FL Size: 50,000 sf		
Collier County Front Entrance Redesign		\$1,300,000
Naples, FL Size: N/A		
Collier County 24-hour Operations Building		\$2,500,000
Naples, FL Size: 4,000 sf		



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► Personnel



Education / Credentials:
Journeyman, Carpenter Union,
Laporte, Indiana, 1990

Years Experience:
37 years

Gary Dick - Superintendent

As a superintendent, Gary provides overall on-site administrative and technical management of construction activities. Our Superintendent plans, coordinates, and supervises craft employees and trade contractors to ensure the project is constructed in a safe and organized manner that is in harmony with design, budget, schedule, and quality. Gary assists the project management team with implementation of all project procedures and programs with firm adherence to our safety and quality guidelines.

Selected Project Experience

Bonita Springs Library Bonita Springs, FL Size: 25,000 sf	\$12,000,000
Southwest Florida International Airport Terminal Expansion Fort Myers, FL Size: 310,000 sf	\$267,163,000
Paradise Coast Sports Complex & Events Center Naples, FL Size: 360 acres	\$80,000,000
BMW Dealership Naples, FL Size: 16,000 sf	\$13,000,000
Amavida Apartments Fort Myers, FL Size: 475,000 sf	\$106,000,000
Chesterton High School Chesterton, IN Size: 180,000 sf	\$46,000,000
Michigan City School Michigan City, MI Size: 46,000 sf	\$22,000,000
Holiday Inn Merriville, IN Size: 24,000 sf	\$10,000,000



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► Personnel



Education / Credentials:
Bachelor of Applied Science,
Construction Management,
Everglades University, Tampa,
Florida, 2019

A.S., Architectural Design
& Construction Technology,
Hillsborough Community College,
Tampa, Florida 2015

Years Experience:
19 years

Alex Flores - Superintendent

As Superintendent, Alex assists in on-site administrative and technical management of construction activities. This role works with the on-site management team assisting in planning, coordinating, and supervising craft employees and trade contractors to ensure the project is constructed in a safe and organized manner that is in accordance with design, schedule, and quality. This role supports the team with implementation of all project procedures and programs with strict adherence to established safety and quality guidelines.

Selected Project Experience

Hillsborough County Schools Continuing Contract Tampa, FL Size: Various	Projects up to \$4,000,000
Polk County Schools Continuing Contract Polk County, FL Size: Various	Projects up to \$4,000,000
Walter L. Sickles High School Field Turf Conversion Tampa, FL Size: 4 acres	\$2,356,810
Stambaugh Middle School - New Cafeteria Pavilion & Lights Auburndale, FL Size: 4,000 sf	\$270,000
TPA Tech OPS Break Room Tampa, FL Size: 270 sf	\$146,230
St. Petersburg Justice Center Courts Consolidation St. Petersburg, FL Size: 41,234 sf	\$11,770,756
Pinellas Park High School Renovation Largo, FL Size: 5,000 sf	\$250,000
Consolidated Rental Car Facility Tampa, FL Size: 20,000 sf	\$3,000,000
Orange Theory Fitness Build-out Apollo Beach, FL Size: 9,000 sf	\$430,000
U.S. Legal Support Build-out Tampa, FL Size: 8,500 sf	\$500,000
ReliaQuest Build-out Tampa, FL Size: 6,500 sf	\$300,000
OneBlood Build-out Brandon, FL Size: 5000 sf	\$225,000



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► Personnel



Education / Credentials:
OSHA 10-hour

First Aid / CPR

Years Experience:
28 years

Fidel Ortega - Assistant Superintendent

Manhattan's Assistant Superintendent assists in on-site administrative and technical management of construction activities. This role works with the on-site management team assisting the Superintendent in planning, coordinating, and supervising craft employees and trade contractors to ensure the project is constructed in a safe and organized manner that is in accordance with design, schedule, and quality. This role supports the Superintendent with implementation of all project procedures and programs with strict adherence to established safety and quality guidelines.

Selected Project Experience

Hillsborough County Schools Continuing Contract Tampa, FL Size: Various	Projects up to \$4,000,000
Walter L. Sickles High School Field Turf Conversion Tampa, FL Size: 4 acres	\$2,356,810
TECO Clean Energy Demonstration Center Apollo Beach, FL Size: 98,000 sf	\$3,489,000
St. Pete Clearwater International Airport Security System Improvements Clearwater, FL Size: 2,000 sf	\$3,203,000
Renovations to Raymond James Stadium Phase II Tampa, FL Size: 768,000 sf	\$41,523,706
TPA Parking Access and Revenue Control System Replacement Clearwater, FL Size: N/A	\$16,363,048
Alinari at Rosemary Place Sarasota, FL Size: 384,540 sf	\$61,399,210
Whole Foods Market Sarasota, FL Size: 36,000 sf	\$2,428,969
42-inch Sanitary Sewer Pipe Overflow Erosion Control Remediation - Task Order 20-03-001 Atlanta, GA Size: 350 lf	\$606,909



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► Personnel



Education / Credentials:
Canton ATC SUNY, Civil Engineering
/ Construction Technical Engineering

Member of the American Society of
Professional Estimators(ASPE)

Years Experience:
40 years

John Begani - Director of Preconstruction

John has more than 40 years of preconstruction experience, comprising almost \$3 billion in completed work, particularly in government projects. Lee County will benefit from John's depth of experience, which enables him to deliver tested estimating solutions, inspire dialogue and innovation to provide new ways to deliver the best value to enhance the continuing contract construction experience. John and the Manhattan team will ensure that the design stays within the Control Budget throughout the delivery of the project.

Selected Project Experience

Lee County Government Continuing Contract Fort Myers, FL Size: Various	Projects up to \$4,000,000
Charlotte County Schools Continuing Contract Charlotte County, FL Size: Various	Projects up to \$4,000,000
School District of Manatee County CMAR Continuing Contract Manatee County, FL Size: Various	Projects up to \$4,000,000
Hillsborough County Schools Continuing Contract Tampa, FL Size: Various	Projects up to \$4,000,000
University of South Florida Continuing Contract Tampa, FL Size: Various	Projects up to \$4,000,000
City of Plant City CARES Act Projects Plant City, FL Size: Various	\$2,929,738
Orange County Public Schools: Capital Improvements Orange County, FL Size: Various	\$35,000,000



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► Personnel



Education / Credentials:
A.S., Computer Aided Drafting and Design, ITT Technical Institute, Tampa, Florida 1997

Years Experience:
25 years

John MacDougall - Estimator

John MacDougall provides specific bid efforts to provide and coordinate specifically assigned areas of estimating services. John assists in the over-all bid strategy that blends all affected trades and ensures no gaps or overlap in project scope, prepares quantity take-offs and bid schedules, analyzes bids, and assists in preconstruction, value engineering, and procurement services.

Selected Project Experience

School District of Manatee County CMAR Continuing Contract Manatee County, FL Size: Various	Projects up to \$4,000,000
Hillsborough County Schools Continuing Contract Tampa, FL Size: Various	Projects up to \$4,000,000
University of South Florida Continuing Contract Tampa, FL Size: Various	Projects up to \$4,000,000
City of Plant City CARES Act Projects Plant City, FL Size: Various	\$2,929,738
Marco Island Fire Station 50 & EOC Marco Island, FL Size: 24,000 sf	\$12,610,513
City of Dunedin - New City Hall Dunedin, FL Size: 38,463 sf	\$20,009,885
FGCU Academic Building 9 - The Water School Fort Myers, FL Size: 114,414 sf	\$49,076,219
Alonso High School Gym & Stadium Modifications Tampa, FL Size: 8,000 sf	\$4,000,000



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► **Local Vendor Preference**

If applicable, provide documentation supporting your firm’s physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.

- All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

Our office is not located in Lee County, Florida however, any of our proposed team members reside in Lee County.



**LEE
COUNTY
RESIDENTS**



Robert Tiedeman
Project Director



Bill Bonner
Senior Project Manager



Manny Lopez
Senior Scheduler



Andrew Schroeder
BIM Manager



Taylor Sawatzky
Assistant Project Manager



► **Forms**

Form 1 – Solicitation Response Form



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: 11/01/2022 Bid Due Date: 11/1/2022

SOLICITATION IDENTIFICATION: CMR220546NAT

SOLICITATION NAME: Construction Manager at Risk Annual Services

COMPANY NAME: Manhattan Construction Company

NAME & TITLE: (TYPED OR PRINTED) Craig Bryant - Vice President

BUSINESS ADDRESS: (PHYSICAL) 3705-1 Westview Drive, Naples, FL 34104

CORPORATE OR MAILING ADDRESS: 5601 S. 122nd East Ave, Tulsa, OK 74146

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: cbryant@manhattanconstruction.com

PHONE NUMBER: (239) 643-6000 FAX NUMBER: (239) 435-3827

NOTE REQUIREMENT: IT IS THE **SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE** FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. <u>1</u>	Dated: <u>10/18/2022</u>	No. _____	Dated: _____	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>10/26/2022</u>	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: 73-0338330

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

- Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
- Scrutinized Companies Certification:**
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

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CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



Forms

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

Yes

☒

No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Manhattan Construction Company

Company Name (Name printed or typed)

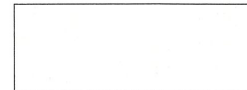
Craig Bryant

Authorized Representative Name (printed or typed)

Vice President

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

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CMR220546NAT Construction Manager at Risk Annual Services



CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



► Forms

State of Florida Department of State

I certify from the records of this office that MANHATTAN CONSTRUCTION COMPANY is an Oklahoma corporation authorized to transact business in the State of Florida, qualified on August 27, 1971.

The document number of this corporation is 826678.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 1, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of April, 2022*



Randy Rye
Secretary of State

Tracking Number: 4814963311CC

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

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



CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



► **Forms**

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **CMR220546NAT**

SOLICITATION NAME: **Construction Manager at Risk Annual Services**

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: **Manhattan Construction Company**

Signature:

Title: **Vice President**

Date: **10-28-22**

STATE OF **Florida**
COUNTY OF **Collier**

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this **28th** day of **October**, 20**22**, by **Craig Bryant** who has produced _____ as identification.
(Type or Print Name)

(Type of Identification)

Notary Public Signature:

Printed Name of Notary Public: **Mary Stain**

Notary Commission Number/Expiration: **GG 315686 / 7.25.2023**

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

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CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES

Form 3 - Reference Survey**Lee County Procurement Management
Reference Survey**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: Construction Manager at Risk Annual Services - CMR220546NAT

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Jack Holland- Assistant City Manager			Bidder/Proposer:	Manhattan Construction Company
COMPANY:	The City of Plant City			Due Date:	10/26/2022
PHONE #:	(813) 659-4250			Total # Pages:	1
FAX #:	N/A			Phone #:	(239) 643-6000
EMAIL:	jholland@plantcitygov.com			Fax #:	(239) 435-3827
				Bidder/Proposer E-Mail:	jfunigiello@manhattanconstruction.com
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	
The City of Plant City CARES Act		Various Buildings - Plant City, FL		\$2,929,738	
Summarize Scope: As the Construction Manager at Risk for the City of Plant City, our team transformed several municipal/government buildings into touch-free, socially distanced spaces utilizing CARES Act Funding awarded due to the Corona virus Pandemic. City facilities improved included City Hall, Police Department, Parks and Rec, and Solid Waste Facility buildings.					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.					9
Rate from 1 to 10. (10 being highest)					
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Very satisfied with the work completed.					

Section 4 Please submit non-Lee County employees as references

Jack Holland 10/19/2022

Reference Name (Print Name)

Jack Holland

Reference Signature

Form 3 - Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: Construction Manager at Risk Annual Services - CMR220546NAT

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Mike Daniel - Public Works/Construction Manager			Bidder/Proposer:	Manhattan Construction Company
COMPANY:	City of Marco Island			Due Date:	10/26/2022
PHONE #:	(239) 389-3992			Total # Pages:	1
FAX #:	N/A			Phone #:	(239) 643-6000
EMAIL:	mdaniel@cityofmarcoisland.com			Fax #:	(239) 435-3827
Section 2		Enter Bidder/Proposer Information - if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	
Marco Island Veterans' Park		901 Park Ave., Marco Island, FL 34145		\$11,015,243	
Summarize Scope:					
Construction Manager at Risk for the renovation of a 10.8 acre park including the construction of a 5,769 sf band shell, new playground equipment and shade structures, a picnic and game area and a 1,329 sf restroom building.					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					YES
2. Were any problems encountered with the company's work performance?					NO
3. Were any change orders or contract amendments issued, other than owner initiated?					YES
4. Was the job completed on time?					YES
5. Was the job completed within budget?					YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.					10
Rate from 1 to 10. (10 being highest)					
7. If the opportunity were to present itself, would you rehire this company?					YES
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Communication, Project Management was excellent.					
Quality Workmanship.					

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name)

Michael DANIEL

Reference Signature

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CMR220546NAT Construction Manager at Risk Annual Services

Form 3 - Reference Survey

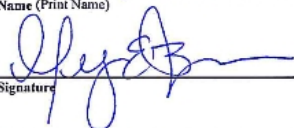
Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: Construction Manager at Risk Annual Services - CMR220546NAT

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Megan Brown - Construction Manager			Bidder/Proposer:	Manhattan Construction Company
COMPANY:	Charlotte County Public Schools			Due Date:	10/26/2022
PHONE #:	(941) 575-5400			Total # Pages:	1
FAX #:	N/A			Phone #:	(239) 643-6000
EMAIL:	megan.brown@yourcharlotteschools.net			Fax #:	(239) 435-3827
		Bidder/Proposer E-Mail:			jfunigiello@manhattanconstruction.com
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	
Charlotte County Technology Upgrades - District-Wide		Various Schools - Punta Gorda, FL		\$915,197	
Summarize Scope: The Charlotte County Public Schools District-Wide Technology Update project is a part of a continuing contract with Charlotte County Public Schools. This project consists of technology upgrades for ten schools in the Charlotte County School District. The scope of work spans from general demolition or relocation of existing electrical work to installing various smart TVs and all necessary equipment involved in their operation. Manhattan provided wiring for power and data connections to support the owner's new Promethean Boards and projectors.					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					YES
2. Were any problems encountered with the company's work performance?					NO
3. Were any change orders or contract amendments issued, other than owner initiated?					NO
4. Was the job completed on time?					YES
5. Was the job completed within budget?					YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.					8
					Rate from 1 to 10. (10 being highest)
7. If the opportunity were to present itself, would you rehire this company?					YES
8. Please provide any additional comments pertinent to this company and the work performed for you:					
THERE WERE SOME MINOR HICUPS WITH TIMING AND PERSONNEL, BUT WE WERE ABLE TO WORK EVERYTHING OUT TO HAVE A SUCCESSFUL PROJECT.					

Section 4 Please submit non-Lee County employees as references

MEGAN BROWN
 Reference Name (Print Name)

 Reference Signature

30 CMR220546NAT Construction Manager at Risk Annual Services



► Forms

Form 4 - Negligence or Breach of Contract Disclosure Form



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Manhattan Construction Company

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (initial circumstances)	Final Outcome (who prevailed)
N/A							

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

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CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



► **Forms**

Form 5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Manhattan Construction Company

Craig Bryant

Printed name of authorized signer

Vice President

Title

⇒ [Signature]

Authorized Signature

Date

10-28-22

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

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of October 2022, by Craig Bryant who has produced

(Print or Type Name)

as identification.

(Type of Identification)

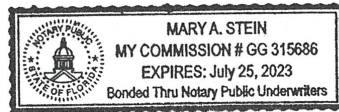
Notary:

State of Florida

County of Collier

⇒ [Signature]

Notary Public Signature



Notary Commission Number and expiration

GG 315686 / 7.25.2023

1. Principal place of business is located within the boundaries of: Lee County
X (Collier County) Non-Local

Local Business Tax License #

160533

2. Address of Principal Place of Business:

3705-1 Westview Drive

Naples, FL 34104

3. Number of years at this location

8 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

Yes*

X No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract

12

6. Does your company have a Drug Free Workplace Policy

X Yes

No

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CMR220546NAT Construction Manager at Risk Annual Services



CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



► **Forms**

TO BE DETERMINED AND COMPLETED AFTER AWARD

Form 6 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
To be completed after award for CM solicitations.					

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

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CMR220546NAT Construction Manager at Risk Annual Services





► **Forms**

Form 7 - Public Entity Crime Form

Page 1 of 2

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County
(Print name of the public entity)

by Craig Bryant - Vice President
(Print individual's name and title)

for Manhattan Construction Company
(Print name of entity submitting sworn statement)

whose business address is 3705-1 Westview Drive, Naples, FL 34104

(If applicable) its Federal Employer Identification Number (FEIN) is 73-0338330

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

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CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



► **Forms**

Public Entity Crime Form

Page 2 of 2

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

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

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

(Signature)

10-28-22
(Date)

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of October 20 22, by Craig Bryant who has produced

(Print or Type Name)

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: 7.28.2023

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CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



► **Forms**

Form 8 - Trench Safety (Required for Construction Projects Only)

TO BE DETERMINED AND COMPLETED AFTER AWARD

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. To be completed after award for CM solicitations.				
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

36 CMR220546NAT Construction Manager at Risk Annual Services



CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES



► Forms

CHUBB®

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

FEDERAL INSURANCE COMPANY • PACIFIC INDEMNITY COMPANY • VIGILANT INSURANCE COMPANY

October 21, 2022

Nick Trueblood, Procurement Analyst
Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Re: CMR220546NAT – Construction Manager at Risk (CMAR) Annual Services

Dear Mr. Trueblood:

It is our understanding that Manhattan Construction Company intends to submit a proposal to you on the above project. It is a pleasure to share with you our recent experience with our client and to offer our recommendation to you on their behalf.

We have acted as surety for Manhattan Construction Company on individual projects in excess of \$600,000,000.00. We consider the maximum bonding capacity of this company to be in the area of \$1,500,000,000.00. Federal Insurance Company along with co-sureties Fidelity and Deposit Company of Maryland and Zurich American Insurance Company have AM Best Ratings of A++ and A, Financial Class Size of XV and are included in the Department of Treasury's listing of Approved Sureties.

If Manhattan Construction Company is successful on their proposal, we would anticipate no difficulty in being able to respond to the bonding requirements of this project subject to our normal review of contract and bond documents as well as any other pertinent underwriting matters at the time the request is made.

If we can be of any further assistance in this matter, please let us know.

Best regards,

FEDERAL INSURANCE COMPANY

Christy Thompson
Christy Thompson
Attorney-in-fact

Attachment-Power of Attorney



CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES

COLLIER COUNTY BUSINESS TAX		BUSINESS TAX NUMBER:	160533
COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477			
VISIT OUR WEBSITE AT: www.colliertaxcollector.com			
THIS RECEIPT EXPIRES		SEPTEMBER 30, 2023	
LOCATION: 3705-1 WESTVIEW DR ZONED: COMM / PUD BUSINESS PHONE: 643-6000 STATE OR COUNTY LIC #: CGC1530688		DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION. FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS.	
		MANHATTAN CONSTRUCTION COMPANY	
		CUDDIHEE, JAMES T II 3705-1 WESTVIEW DR NAPLES, FL 34104	
		-THIS TAX IS NON-REFUNDABLE- DATE 08/12/2022 AMOUNT 90.00 RECEIPT WWW-23-00104551 <i>Rob Stoneburner</i>	
41-50 EMPLOYEES CLASSIFICATION: 05-GENERAL CONTRACTOR CLASSIFICATION CODE: 05100101 This document is a business tax only. This is not certification that licensee is qualified. It does not permit the licensee to violate any existing regulatory zoning laws of the state, county, or cities nor does it exempt the licensee from any other taxes or permits that may be required by law.			



Page 45 of 84General Attachment: EC 2024-28 Manhattan Const CMAR.pdf (Page 45 of 84)



► Forms



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



MILLER, JOHNNY MICHAEL

MANHATTAN CONSTRUCTION COMPANY

3705 - 1 WESTVIEW DR

NAPLES FL 34104

LICENSE NUMBER: CGC1527515

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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CMR220546NAT - CONSTRUCTION MANAGER AT RISK
(CMAR) ANNUAL SERVICES

RFP CMR220546NAT



Advertise Date: Tuesday, September 27, 2022

**Lee County Board of County Commissioners
PROCUREMENT MANAGEMENT DEPARTMENT**

Construction Manager at Risk (CM) Request for Proposal

Solicitation No.:	<u>CMR220546NAT</u>		
Solicitation Name:	<u>Construction Manager at Risk (CMAR) Annual Services</u>		
Open Date/Time:	<u>Tuesday, November 01, 2022</u>	Time:	<u>2:30 PM</u>
Location:	<u>Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901</u>		
Procurement Contact:	<u>Nick Trueblood</u>	Title	<u>Procurement Analyst</u>
Phone:	<u>(239) 533-8836</u>	Email:	<u>ntrueblood@leegov.com</u>
Requesting Dept.	<u>COUNTY WIDE</u>		

Pre-Solicitation Meeting:

Type:	No meeting scheduled at this time
Date/Time:	NA
Location:	NA

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



Tuesday, September 27, 2022

Notice to Contractor / Vendor / Proposer(s)

Construction Manager at Risk (CM) Request for Proposal

Lee County, Florida, is requesting proposals from qualified individuals/firms for
CMR220546NAT Construction Manager at Risk Annual Services

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

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

2:30 PM Tuesday, November 01, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

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

No Pre-proposal Conference is scheduled at this time. It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Nick Trueblood ntrueblood@LeeGov.com

Sincerely,

Adam Brooke, CPPO, CPPB
 Procurement Manager

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

Terms and Conditions
Request for Proposal
Construction Manager at Risk (CM)

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Department Ordinance 22-06
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Department Ordinance 22-06
 - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitations are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 calendar days after bid or proposal opening, whichever is earlier.
 - 3.1.4. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.5. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- 3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
- 4. **RESPONSES RECEIVED LATE**
 - 4.1. It shall be the Proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Department prior to or on the time and date stated.
 - 4.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening.
 - 4.3. The Lee County Procurement Management Department shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
- 5. **PROPOSER REQUIREMENTS (unless otherwise noted)**
 - 5.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Proposer to perform.
 - 5.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 5.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 5.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.
 - 5.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
 - 5.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in Proposer disqualification.
 - 5.3. **Preparation Cost:** The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 6. **PRE-SOLICITATION CONFERENCE**
 - 6.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All verbal questions and answers are considered informal. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will

be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.

- 6.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.
- 6.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

7. COUNTY INTERPRETATION/ADDENDUMS

- 7.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
- 7.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the Proposer’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Department associated with this solicitation.
- 7.3. All Addenda shall become part of the Contract Documents.
- 7.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Department is the only official method whereby interpretation, clarification or additional information can be given.

8. QUALITY GUARANTEE/WARRANTY (as applicable)

- 8.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 8.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 8.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 8.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

9. ADDITIONS, REVISIONS AND DELETIONS

- 9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Department that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

10. CONFIDENTIALITY

- 10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 10.2. If information is submitted with a proposal that is deemed “Confidential” the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to

validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 10.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

11. CONFLICT OF INTEREST

- 11.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 11.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 11.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 12.1. Upon the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

13. ANTITRUST VIOLATION

- 13.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

14. DRUG FREE WORKPLACE

- 14.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

15. FLORIDA CERTIFIED ENTERPRISES

- 15.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 15.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

16. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 16.1. The Proposer agrees to comply with 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 16.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 16.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 16.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. SUB-PROPOSER/CONSULTANT

- 17.1. The use of Sub-Proposer/Consultant under this solicitation is not allowed without prior written authorization from the County representative.

18. RFP - PROJECT GUIDELINES

- 18.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 18.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 18.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
 - 18.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 18.1.4. In reference to vehicle travel, mileage and person-hours spent in travel time, are considered incidental to the work and not an extra compensable expense.
 - 18.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 18.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
 - 18.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library and other locations as deemed necessary.
Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer

systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

19. RFP – EVALUATION

- 19.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 19.2. **Evaluation Meeting(s):**
 - 19.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 19.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
 - 19.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
 - 19.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

20. RFP – SELECTION PROCEDURE

- 20.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
- 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 20.5.1. Make award(s) to one or multiple Proposers.
 - 20.5.2. Waive minor informalities in any response;
 - 20.5.3. Reject any and all proposals with or without cause;
 - 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

21. RFP – TIEBREAKER

- 21.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 21.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 21.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

- 21.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 21.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
 - 21.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
 - 21.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.
22. RFP – EVALUATION/ SELECTION COMMITTEE
- 22.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
 - 22.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than three (3) firms to be interviewed or provide presentations.
 - 22.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.
23. WITHDRAWAL OF PROPOSAL
- 23.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
 - 23.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.
 - 23.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:
 - 23.3.1. The Proposer acted in good faith in submitting the proposal,
 - 23.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
24. PROTEST RIGHTS
- 24.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
 - 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
 - 24.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
 - 24.4. In order to preserve the right to protest, a written **“Notice of Intent to File a Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.

- 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 24.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

26.1. Designated Contact:

- 26.1.1. The awarded Proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 26.1.2. Lee County requires the awarded Proposer to provide the name of a contact person(s) and phone number(s), which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

26.2. RFP – Term:

- 26.2.1. The term of this project will be determined in the pre-construction phase.
- 26.2.2. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds

26.3. RFP – Basis of Award:

- 26.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.

26.4. Agreement/Contract:

- 26.4.1. The awarded Proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 26.4.2. Agreement/Contracts may have more than one department participating. Each participant will issue its individual purchase order and will be billed separately.

26.5. Records:

- 26.5.1. Retention: The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

26.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.6. Termination:

26.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

26.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Management Department Ordinance 22-06.

26.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for **a period of 180 calendar days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

26.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

27. WAIVER OF CLAIMS

27.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have waived any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, Proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. SAFETY DATA SHEETS (SDS) (if applicable)

- 29.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (if applicable)

- 30.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

31. SHIPPING (if applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 31.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

32. LOCAL VENDOR PREFERENCE

- 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

33. INSURANCE (AS APPLICABLE)

- 33.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



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

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

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

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

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

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

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

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



Verification of Coverage:

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

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

End of Insurance

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

- 1.1. The County intends to award to a pool of responsible and responsive Construction Managers based on the Evaluation Criteria.

2. TERM

- 2.1 The Construction Manager (CM) shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

3. PROJECT COST THRESHOLD AND AUTHORITY

- 3.1. Pursuant to Florida Statute 255.103 (4) A governmental entity's authority under subsections (2) and (3) includes entering into a continuing contract for construction projects, pursuant to the process provided in s. 287.055, in which the estimated construction cost of each individual project under the contract does not exceed \$4 million.

4. INDIVIDUAL PROJECT AWARDS

- 4.1. The County intends to award projects individually to the applicable selected CM or CMs based on experience, availability, and license(s) to perform the work in accordance with Florida Statutes.
- 4.2. Each individual Contract will be its own contract between the County and the CM.

5. BOND/SURETY (CONSTRUCTION)

- 5.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 22-06.
- 5.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 22-06, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.
 - 5.2.1.A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
 - 5.2.2.A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 5.3. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 5.4. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 5.5. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.
 - 5.5.1.1. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by an agent with satisfactory evidence of its authority to execute the bond being submitted.

6. LETTER OF BONDABILITY

- 6.1. This solicitation does not require a Bid Bond; however, the Construction Manager Firm is requested to submit with their Proposal a Letter of Bondability from their Surety Company showing their bonding capacity. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B or better. The County reserves the right to request Letter of Bondability, clarifications to letter, or revisions to such as part of Due Diligence process should such be necessary. Acceptable Letter of Bondability must be received prior to Notice of Intended Decision posted by the County

7. LIQUIDATED DAMAGES

- 7.1. Liquidated Damages will be negotiated with the awarded CM for inclusion in the Phase 2 GMP amendment to the Agreement/Contract for each individual project.

8. PERMITS

- 8.1. Unless otherwise specified in the project documents, the CM shall secure and pay for all permits, impact fees, and licenses and must pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the CM.
- 8.2. The CM shall pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 8.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 8.4. Permits obtained by the CM will be reimbursed at cost, no mark-up shall be allowed.

9. LOCAL VENDOR PREFERENCE

- 9.1. The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

End of Special Conditions

DETAILED SPECIFICATIONS

1. GENERAL SCOPE

- 1.1. Lee County Board of County Commissioners, seeks to contract with qualified Construction Management Firms to provide Construction Manager at Risk (CM) services, for various types of projects on an as-needed basis.
- 1.2. The types of projects are: new construction, demolition, site work, interior/exterior renovations, underground utility projects, road construction and mitigation projects. The CM will be required to have the licensing to perform one or more of these types of projects. During the Pre-construction Phase the CM will assist the County and design professional(s) to determine buildability, provide input, value engineering, and advise means or methods of potential cost savings to the County. The CM will complete the Construction Phase by the utilization of subcontractor's qualified, experienced and licensed companies/contractors who specialize in the various areas covered in the scope of the project. The Construction Phase will be inclusive of obtaining necessary permits, the selection and subcontracting of companies/contractors for goods and services that bring quality, economic benefits, and value engineering to the County.

2. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

- 2.1. CM shall use a PMIS to collect, combine and distribute information.

3. PROJECT OBJECTIVE

- 3.1. Phases: Projects will consist of two phases.
 - 3.1.1. Pre-Construction Phase
 - 3.1.2. Construction Phase
- 3.2. Pre-construction Phase:
 - 3.2.1. Prime Goal: During the Pre-construction Phase, the CM shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project(s). During the Pre-construction Phase, the County, the DP, and the CM shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Pre-construction Phase, the CM shall be paid a Pre-construction Phase Services Fee.
 - 3.2.2. Services: The CM shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Pre-construction Phase of the project should include, but not limited to:
 - 3.2.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.
 - 3.2.2.2. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction.
 - 3.2.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
 - 3.2.2.4. Making recommendations to the County and the DP regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of contracts.
 - 3.2.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.
 - 3.2.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.
 - 3.2.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase:

- 3.2.3.1. The CM and County shall agree on a Guaranteed Maximum Price (GMP.)
- 3.2.3.2. The CM and County shall execute the Construction Contract with all attachments and exhibits.
- 3.2.3.3. The CM shall not commence construction activities during the Pre-construction Phase.
- 3.2.3.4. The CM shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Pre-construction Phase. The County shall not be obligated to have the CM construct the Project nor shall the CM assume to have any rights to construct the Project.

3.3. Construction Phase:

- 3.3.1. Prime Goal: During the Construction Phase, the CM shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
- 3.3.2. Services provided by the CM during the Construction Phase of the Project shall include, but not be limited to:
 - 3.3.2.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
 - 3.3.2.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
 - 3.3.2.3. Establish and implement procedures for the coordination among the CM, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
 - 3.3.2.4. Maintain a record of local hires and hours worked as requested by the County.
 - 3.3.2.5. Maintain job site records and producing appropriate progress reports.
 - 3.3.2.6. Implement a labor policy in conformance with the requirements of the County.
 - 3.3.2.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
 - 3.3.2.8. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the Contract.
 - 3.3.2.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
 - 3.3.2.10. Schedule and conduct regularly scheduled and non-scheduled job-related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
 - 3.3.2.11. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the DP.
 - 3.3.2.12. Establish and maintain a cost control system.
 - 3.3.2.13. Conduct meetings to review costs.

4. **GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE**

- 4.1.1. The CM, with the assistance of the DP, shall commit to a Guaranteed Maximum Price (GMP) for all construction related activities regarding the Project. The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price. The project will be Open Book. All savings, including unused contingency, shall be returned to the County. The County reserves the right to request an alternative item for Furniture, Fixtures & Equipment (FF&E), which the County may ask to be included in the GMP. The County shall accept or reject this alternative item prior to finalizing the GMP. The CM shall competitively select all construction sub-contracts and other work appropriate for competitive selection using cost and other factors.

4.1.2.No Construction Work shall commence until a GMP for the entire construction work is mutually agreed upon in writing and formally executed by both the CM and County. At a time determined by the County and the CM, but no later than the conclusion of the Pre-construction Phase, the CM shall propose a GMP for the construction of the entire Project. The proposed GMP shall not exceed the amount within the County's project budget available for cost of the construction work.

4.1.3.The CM shall also submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CM Pre-construction Phase Contract Documents and the CM Construction Phase Contract Documents, if and when the latter are executed.

5. NEGOTIATED ITEMS

5.1.1.Any item not outlined in the CM Scope of Services may be subject to negotiations between the County and the CM.

5.1.2.If a fee for the Pre-construction Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Pre-construction Phase Services Contract to the CM and may move to the next CM candidate on the selection list.

5.1.3.If a Guaranteed Maximum Price cannot be agreed upon then the County is under no obligation to award a Construction Management Services Contract to the CM and may move to the next CM candidate on the selection list.

5.1.4.All materials or plans, regardless of format or media used, created under the Pre-construction Phase shall be and remain the property of the County.

6. CONSTRUCTION MANAGER AT RISK REQUIREMENTS:

6.1.1.Upon the award of a Construction Management Services Contract, the CM shall be contracted with the County to furnish his or her skill and judgment in cooperation with, and reliance upon, the services of the DP. CM will assist the County and DP in the management and administration of the Project. The County shall at all times retain complete contractual control of all prime CM and DP contracts, project funds, and disbursements.

6.1.2.The CM shall furnish administration and management of the construction process and other specified services to the County. The CM shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. If it is in the County's best interest, the CM shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.

6.1.3.The CM will comply with all County, State, and Federal regulations, ordinances, and laws as they apply to this Project.

6.2. Ancillary Technical Services:

6.2.1.The County may request that the CM perform Ancillary Technical Services that shall include, but not be limited to:

6.2.1.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.

6.2.1.2. Land Surveying:

6.2.1.3. Other testing and consultant services that are determined by the County to be required for the Project.

6.3. Self-performance:

6.3.1.The CM, at the County's discretion, may only be allowed to self-perform 25% or less of the overall project. The remaining 75% must be bid among subcontractors.

- 6.3.2.If the CM discovers that self-performed services are more economically beneficial to the County, then they may exceed the 25 % requirement with prior written approval of the County.
- 6.3.3.If the CM receives one or less bids from subcontractors in a selected specialty or field, then the CM may exceed the 25% self-performance with written approval of the County.

End of Section

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **10 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects similar in scope and size (under 4 million) to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information

- Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - **Initial Contracted Amount**
 - **Final contract amount**
 - Number of change orders
 - Initial Completion Time (Time originally given for the project)
 - Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

TAB 4: Personnel

- Provide a detailed description of the firm's **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.
Resumes are not included within page restrictions, but should be limited to one (1) page per person.
**Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration."*

TAB 5: Local Vendor Preference

- If applicable, provide documentation supporting your firm's physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
- All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

TAB 6: Required Forms

- Forms 1- 8

2. SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM	25
2	COMPANY RELEVANT EXPERIENCE & REFERENCE	35
3	FIRM PLAN OF APPROACH	25
4	PERSONNEL	10
5	LOCAL VENDOR PREFERENCE	5
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, September 27, 2022	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, November 1, 2022	Prior to 2:30 PM
First Committee Meeting & Discussion	Thursday, November 17, 2022	TBD
Notify Shortlist Selection via e-mail (If applicable)	Monday November 28, 2022	TBD
Final Scoring/Selection Meeting (If applicable)	Monday, December 12, 2022	TBD
Board Meeting	Tuesday, February 2, 2023	9:30 AM
Additional notes on Submission Schedule: - Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel. - Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website. - Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901-Procurement Management.		

End of Submittal Requirements & Evaluation Criteria Section

FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL CCNA
CONSTRUCTION MANAGER AT RISK (CM)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # **Title/Description**

1 Solicitation Response Form

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

**** Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2 Affidavit Certification Immigration Laws

Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.

3 Reference Survey

Provide this form to reference respondents. This form **will be turned in with the proposal package**.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3**."
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the

litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies Proposer’s location information

6 *Sub-Contractor/Consultant List* (if applicable)

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

To be completed after award for CM solicitations

7 *Public Entity Crimes Form*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Trench Safety* (Required for Construction Projects Only)

Self-explanatory

To be completed after award for CM solicitations

* *Letter of Bondability*

* *Proposal Label* (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder/Proposer’s responsibility to insure the Solicitation Response is received no later than the specified opening date and time. (If the submission is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Bid Due Date: 11/1/2022

SOLICITATION IDENTIFICATION: CMR220546NAT

SOLICITATION NAME: Construction Manager at Risk Annual Services

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number **-OR-** (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

26 CMR220546NAT Construction Manager at Risk Annual Services

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
- If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

☐ Business Relationship Applicable (request form)	☐ Business Relationship NOT Applicable
Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)	☐ Yes ☐ No

- 4 Proposer? If yes, please attach a current certificate.

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER.
WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Page 75 of 84General Attachment: EC 2024-28 Manhattan Const CMAR.pdf (Page 75 of 84)

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **CMR220546NAT** SOLICITATION NAME: **Construction Manager at Risk Annual Services**

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced _____ (Print or Type Name) as identification.

(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

Form 3 - Reference Survey**Lee County Procurement Management
Reference Survey**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	_____	Bidder/Proposer:	_____
COMPANY:	_____	Due Date:	_____
PHONE #:	_____	Total # Pages:	1
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	_____

Section 2 Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name: _____			
Reference Project Name:	Project Address:	Project Cost:	
_____	_____	_____	_____
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 -Negligence or Breach of Contract Disclosure Form
**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

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

Form 5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer Title

⇒ _____
Authorized Signature Date

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

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification)

Notary:
State of _____
County of _____

⇒ _____
Notary Public Signature Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Non-Local
- Local Business Tax License # _____
2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract _____
6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

TO BE DETERMINED AND COMPLETED AFTER AWARD

Form 6 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

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

Public Entity Crime Form

Page 2 of 2

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

Form 8 - Trench Safety (Required for Construction Projects Only)

TO BE DETERMINED AND COMPLETED AFTER AWARD

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

Sealed Proposal Label

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a "Sealed Submission/Proposal".**

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	CMR220546NAT
SOLICITATION TITLE:	Construction Manager at Risk Annual Services
DATE DUE:	Tuesday, November 1, 2022
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

37 CMR220546NAT Construction Manager at Risk Annual Services

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 20, 2024

Agenda Item:

Approval of Ordinance No. 2024-01 regarding Village financial responsibility and management standards policies.

Motion to adopt Ordinance No. 2024-01.

Background:

Historically, Village financial and management policies have been scattered amongst different documents and legislative actions. It is Village management's intent to consolidate all financial and management policies into one comprehensive document (outside of those in the Charter). Along with the investment policy ordinance and procurement policy ordinance, these three policies will act as the guiding financial and management documents for the Village.

The Management and Financial Policy Statements, adopted through Ordinance by the Village Council, provide guidelines to Village staff in managing the organization and planning finances. Some policy statements are driven by requirements of State law or Village Charter, while others are formally documented through policies and procedures. Statements that are driven by legal requirements will be noted as such.

A summary of the policy is below:

Section 1 Accounting, Auditing, and Financial Reporting:

The Village will establish and maintain the highest standards of accounting practices in conformance with generally accepted accounting principles (GAAP) and comply with all statutory and legal requirements. The village will prepare and present reports that analyze and evaluate the Village's financial condition.

Section 2 Consultants

The Village will employ qualified financial advisors and consultants as needed in the administration and management of the Village's financial functions. These areas include

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but are not limited to audit services, debt administration, and financial modeling. The Village shall implement evaluation criteria for each financial consultant to ensure the Village receives the highest quality services available.

Section 3 Budget and Long-Range Planning

The Village will establish budget guidelines to encourage and maintain operations under the government-lite approach. These guidelines will allow the budget to serve as the culmination of the Village's annual planning, implementation, and evaluation process. Additionally, a long-range financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.

Section 4 Fund Balances and Reserves

The Village will maintain the fund balance of the various operating funds and related reserves at levels sufficient to protect the Village's creditworthiness as well as its financial position during emergencies or economic fluctuations. Should the budgeted fund balance drop below the minimum identified by the policy below, the Village will establish a plan to replenish the balances to the minimum level in subsequent years.

There are five categories of Fund Balance in all governmental funds, not all will always be present. The categories are defined below:

1. Non-spendable- cannot be spent due to being non-spendable in form or the Village being legally or contractually required to maintain this amount intact. For example, inventories and prepaid amounts are considered non-spendable.
2. Restricted- balances are subject to external restrictions from creditors, grantors, contributors, or laws of other governments.
3. Committed- use of funds is only for specific purposes as determined by Village Council.
4. Assigned- intended use of balances for specific purposes is established by the Village Council or delegated to the Village Manager that is neither restricted or committed and includes the remaining positive balance of all governmental funds.
5. Unassigned- excess funds that have not been classified in the previous four categories for the general fund. This category represents the portion of fund balance which is not obligated or specifically designated and is available for general purposes. Unassigned fund balance would also include deficit residual balances for any governmental funds after reporting amounts as restricted, committed, or assigned fund balances. Deficit amounts cannot be reported for restricted, committed, or assigned fund balances in any fund.

The Village proposes to keep the following reserves:

General Fund Committed Fund Balance – Emergency Reserve: The minimum level for the Emergency Reserve is 50% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

General Fund Committed Fund Balance – Operating Reserve: The minimum level for the Operating Reserve is 20% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

General Fund Assigned Fund Balance – Litigation Reserve: The minimum level for the Litigation Reserve is \$750,000. Given the geographical area is prone to legal challenges, these funds are to be used in the event legal action is taken, or, conversely, in an instance where the Village seeks a legal remedy to protect the public interest.

General Fund Assigned Fund Balance – Major Road Maintenance Reserve: The Major Road Maintenance Reserve was established in fiscal year 2019-2020 with an initial contribution of \$300,000 with 3% annual growth adjustments, unless directed otherwise by supermajority Council approval of an Ordinance amendment.

Section 5 Capital Expenditures and Improvements

The Village will review and monitor the state of the Village's capital equipment and infrastructure annually, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

Section 6 Debt

The Village will establish guidelines for debt financing that will provide needed facilities, land, capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

Section 7 Expenditures and Services

The Village will identify services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of those services.

Section 8 Cash Management and Investments

The Village will maintain the Village's cash in such a manner so as to ensure the absolute safety of principal, to meet the liquidity needs of the Village, and to achieve the highest possible yield in compliance section 218.14 of Florida Statutes and the Village's Investment Policy, as adopted by the Village Commission.

Section 9 Grants

The Village will seek, apply for, and effectively administer federal, state and local grants, which support the Village's current priorities and policy objectives.

Section 10 Cybersecurity Risk Management

The Village will maintain and execute policy and procedures for safeguarding electronic information and systems throughout Estero. These guidelines will protect the rights of citizens and employees and to fully comply with Village policies and with State and Federal laws.

Section 11 Performance Management

The Village shall create a Strategic Plan that identifies the strategic goals with corresponding key performance indicators (KPI) to help monitor and achieve the strategic goals.

Section 12 Management Structure and Operating Standards

The Village will develop and maintain a management structure and operating standards that adhere to the principles of "government-lite" while providing forward-thinking, efficient, and transparent municipal operations.

Action Requested:

Motion to adopt Ordinance No. 2024-01.

Process and Timeline:

If adopted, the Ordinance will take effect immediately.

Financial Impact:

The Ordinance brings the Village's financial and management rules in line with best practices and existing statutes, and improves the efficiency of the Village's finance and management function. Therefore, there is no fiscal impact related to the Ordinance's adoption.

Prepared by: Kevin Greenville, CPA

Attachments:

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1. Ordinance No. 2024-01
2. Village of Estero Financial Responsibility and Management Standards Policy
3. Village of Estero Financial Responsibility and Management Standards Presentation

ORDINANCE NO. 2024 - 01**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING ARTICLE IV (FINANCE) OF CHAPTER 2 OF THE VILLAGE OF ESTERO CODE TO CREATE ENHANCED FINANCIAL RESPONSIBILITY AND MANAGEMENT STANDARDS; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

WHEREAS, one of the founding principles of the Village of Estero was to ensure the financial resources of the Village residents should be used in the most fiscally responsible manner possible; and

WHEREAS, section 1(d) of the Village Charter provides that the Charter's intent is, in part, to maintain a financially secure and sustainable municipal government and to responsibly manage the Village's debt obligations without causing the state to incur any liability; and

WHEREAS, section 4(6)(c) of the Village Charter provides that the Council may not adopt any compensation plan for municipal employees or officers that incurs unfunded liabilities or adopt a defined benefit plan but may only adopt a defined contribution plan; and

WHEREAS, section 5(1)(d)(5) provides that the Village Manager must submit the annual budget, budget message, and capital program to the Council; keep the Council fully advised as to the financial condition and future needs of the Village; and make such recommendations to the Council concerning the affairs of the Village as the Village Manager deems appropriate; and

WHEREAS, section 8(2) of the Village Charter provides that the Village Manager shall submit to the Council an annual budget which must outline the financial policies of the Village for the ensuing fiscal year; describe the important features of the budget; indicate any major changes from the current year in financial policy, including any changes in budgetary accounting methods from the current year's expenditures and revenues together with the reasons for such changes; and summarize the Village's debt position; and

WHEREAS, section 8(3) of the Village Charter provides that the budget shall provide a complete financial plan of all village funds and activities for the ensuing fiscal year and, except as required by law or the Charter, shall be in such form as the Village Manager deems desirable or the Council may require for effective management and an understanding of the relationship between the budget and the Village's strategic goals; and

WHEREAS, this same section requires that the budget must begin with a clear general summary of its contents; shall show in detail all estimated revenue, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated revenue and

expenditures of the current fiscal year and actual revenue and expenditures of the preceding fiscal year; and

WHEREAS, this same section also provides that the budget shall contain separate sections which note:

- The proposed goals and expenditures for the current operations during the ensuing fiscal year, detailed for each fund by department or by other organizational unit, and by program, purpose, or activity; methods of financing such expenditures; and methods to measure outcomes and performance related to the goals.
- Proposed longer-term goals and capital expenditures during the ensuing fiscal year, detailed for each fund by department or by other organization unit when practical, the proposed method of financing each such capital expenditure, and the methods used to measure outcomes and performance related to the goals.
- The proposed goals, anticipated revenue and expenses, and profit and loss for the ensuing year for each utility or other enterprise fund or internal service fund operated by the village, and methods to measure outcomes and performance related to goals. For any fund, the total of proposed expenditures shall not exceed the total of estimated revenue plus carried forward fund balances exclusive of required reserves.

WHEREAS, section 8(6)(c) of the Charter addresses reductions of appropriations by requiring that, if, at any time during the fiscal year, it appears probable to the Village Manager that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken by the Manager; and

WHEREAS, section 8(6)(e) of the Charter provides that no appropriation for debt service may be reduced or transferred, and no appropriations may be reduced below any amount required by law to be appropriated, or by more than the unencumbered balance thereof; and

WHEREAS, section 8(8) of the Charter provides that the Council shall provide for an annual independent audit of all Village accounts and pursuant to general law may provide for more frequent audits as it deems necessary, such audits to be conducted by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the Village government or in any of its officers; and

WHEREAS, in addition to these Charter provisions related to fiscal responsibility, § 2-150 to § 2-153 of the Village Code set forth several financial reserve rules related to Village operations; and

WHEREAS, notwithstanding the foregoing provisions, the Village desires to adopt further financial responsibility regulations to ensure the long-term financial stability and health of the Village government, thereby ensuring the Village of Estero can continue to faithfully provide the best and most financially responsible stewardship of the public funds it administers; and

WHEREAS, pursuant to that aim, the Village Manager has proposed the revisions to the Village's financial regulations set forth in this Ordinance; and

WHEREAS, the Village Council has considered the provisions set forth in this Ordinance and finds that they are in the best interests of the Village and its taxpayers.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Article IV (Finance) of Chapter 2 (Administration) of the Village Code is hereby amended as follows:

ARTICLE IV. – FINANCE AND MANAGEMENT

DIVISION 1. – GENERALLY

Sec. 2-118. - Fees and charges; to be established by resolution.

Nothing in the Code or the ordinance adopting this ~~c~~Code shall repeal any fee or charge imposed by the ~~V~~village and all fees and charges shall be as established by resolution.

Secs. 2-119—2-149. - Reserved.

DIVISION 2. – RESERVE AND FINANCIAL RESPONSIBILITY POLICIES

Sec. 2-150. – ~~F~~Fund balances and reserve policies established.

(a) The ~~V~~village hereby establishes and shall maintain a reserve policy the fund balance of the various operating funds and related reserves at levels sufficient to protect the village's creditworthiness as well as its financial position during emergencies or economic fluctuations. Should the budgeted fund balance drop below the minimum identified by the policy below, the village will establish a plan to replenish the balances to the minimum level in subsequent years.

- (1) The adoption of a reserve policy by the ~~V~~village will assist in ensuring the fiscal well being of the ~~V~~village by establishing a minimum level at which reserves are to be maintained or increased, as well as the mechanisms by which the policy may be amended, which are critical to the continued delivery of services to citizens of and the visitors to the ~~V~~village.
- (2) The ~~V~~village desires to maintain prudent levels of financial resources to guard its stakeholders against service disruption in the event of unexpected temporary revenue shortfalls or unpredicted expenses. In addition, this policy is intended to document the appropriate reserve levels to protect the ~~V~~village's ~~credit worthiness~~creditworthiness.

(b) There are five categories of fund balance in all governmental funds, not all will always be present. The categories are defined below:

(1) Non-spendable- cannot be spent due to being non-spendable in form or the village being legally or contractually required to maintain this amount intact. For example, inventories and prepaid amounts are considered non-spendable.

(2) Restricted- balances are subject to external restrictions from creditors, grantors, contributors, or laws of other governments.

(3) Committed- use of funds is only for specific purposes as determined by village council.

(4) Assigned- intended use of balances for specific purposes is established by the council or delegated to the village manager that is neither restricted or committed and includes the remaining positive balance of all governmental funds.

(5) Unassigned- excess funds that have not been classified in the previous four categories for the general fund. This category represents the portion of fund balance which is not obligated or specifically designated and is available for general purposes. Unassigned fund balance would also include deficit residual balances for any governmental funds after reporting amounts as restricted, committed, or assigned fund balances. Deficit amounts cannot be reported for restricted, committed, or assigned fund balances in any fund.

(c) When both restricted and unrestricted funds are available for expenditure, restricted funds will be used first. When committed, assigned and unassigned funds are available for expenditure, committed funds should be spent first, assigned funds second, and unassigned funds last.

Sec. 2-151. – Authority to constrain amounts.

(a) Non-spendable funds are funds that cannot be spent because they are either not in spendable form (e.g. inventories and prepaids) or are legally or contractually required to be maintained intact.

(b) Restricted funds are funds that have constraints placed on their use either externally by creditors, grantors, contributors, laws or regulations or other government or by law through constitutional provisions or enabling legislation.

(c) Committed funds are funds that have constraints placed on their use by the council.

(d) Assigned funds are funds that have constraints placed on their use by the council or village manager.

Sec. 2-152. – Procedures to constrain.

The process through which amounts are committed or assigned is as follows:

- (1) Committed – The council has the authority to set aside funds for a specific purpose. The use of any funds set aside as committed fund balance requires a super majority vote. The passage must take place prior to September 30th of the applicable fiscal year but the amount can be determined at a later date. Council action would also be required to modify or rescind the specific use or amount.
- (2) Assigned – The council or the village manager has the authority to set aside funds for the intended use of a specific purpose. This act would be in the form of a resolution, written request or as part of the annual budget process. Assigned funds may be determined as part of the annual budget process. Upon passage of a budget ordinance where fund balance is used as a source to balance the budget, that amount shall be recorded as assigned fund balance. Any modification or rescission would be in a written notification to the finance director.

Sec. 2-153. – General fund committed fund balance; emergency reserve.

- (a) These funds are to be held in a deep reserve, to be used in the event of a major natural disaster or a major economic downturn. The specific use of these funds shall be to protect the health, safety, and welfare of residents, cover costs of recovery to the village, and/or to ensure the immediate pay-back of any debt previously incurred by the village for such purposes. These funds are not intended for any operating or cash-flow purposes.
- (b) The minimum level for the emergency reserve is 50% of general fund budgeted expenditures less transfers out and any uses of fund balances. The need to utilize the emergency reserve must be established by the village council or the village manager. If established by the manager, the specific need must be reported to the council at its next meeting. A budget amendment must be approved by the council. When such a need is recognized as part of the budget process, the need and amount will be documented as part of that process and adopted as part of the budget. When it becomes necessary for the village to draw funds from the emergency reserve, wherein the balance drops below the minimum level of 30% of general fund budgeted expenditures less transfers out and any uses of fund balances, the village will develop a plan to replenish the account to the minimum level from net revenue surpluses in subsequent fiscal year(s) until the balance is restored to the minimum level.
- (c) Compliance with the provisions of the emergency reserve fund policy shall be reviewed as part of the annual budget adoption process, and the amounts to be assigned from available fund balance may be determined during this process.
- (d) In case of an emergency, use of the emergency fund will be given preference over the operating reserve to help ensure continuing operations.

Sec. 2-154. - General fund committed fund balance - operating reserve.

- (a) These funds are to be used to stabilize the operating budget from unforeseen events including natural disasters, emergency situations, sustained declines in real estate values and/or property tax collections, and spending requirements imposed by the state or federal government vital to maintain day to day operations.
- (b) The minimum level for the operating reserve is 20% of general fund budgeted expenditures less transfers out and any uses of fund balances. The need to utilize the operating reserve must be established by the council or the manager. If established by the manager, the specific need must be reported to the council at its next meeting. A budget amendment must be approved by the council. When such a need is recognized as part of the budget process, the need and amount will be documented as part of that process and adopted as part of the budget. When it becomes necessary for the village to draw funds from the operating reserve, wherein the balance drops below the minimum level of 20% of general fund budgeted expenditures less transfers out and any uses of fund balances, the village will develop a plan to replenish the account to the minimum level from net revenue surpluses in subsequent fiscal year(s) until the balance is restored to the minimum level.
- (c) Compliance with the provisions of the operating reserve fund policy shall be reviewed as part of the annual budget adoption process, and the amounts to be assigned from available fund balance may be determined during this process.

Sec. 2-155. - General fund assigned fund balance – litigation reserve.

- (a) Given the geographical area is prone to legal challenges, these funds are to be used in the event legal action is taken, or, conversely, in an instance where the village seeks a legal remedy to protect the public interest.
- (b) The minimum level for the Litigation Reserve is \$750,000. The need to utilize the litigation reserve must be established by the village council or the village manager. If established by the manager, the specific need must be reported to the council at its next meeting. A budget amendment must be approved by the council. When such a need is recognized as part of the budget process, the need and amount will be documented as part of that process and adopted as part of the budget. When it becomes necessary for the village to draw funds from the litigation reserve, wherein the balance drops below the minimum level of \$750,000, the village will develop a plan to replenish the account to the minimum level from net revenue surpluses in subsequent fiscal year(s) until the balance is restored to the minimum level.
- (c) Compliance with the provisions of the litigation reserve fund policy shall be reviewed as part of the annual budget adoption process, and the amounts to be assigned from available fund balance may be determined during this process.

Sec. 2-156. - General fund assigned fund balance – major road maintenance reserve.

- (a) The major road maintenance reserve was established in fiscal year 2019-2020 with an initial contribution of \$300,000 with 3% annual growth adjustments, unless directed otherwise by supermajority council approval. The annual contribution was determined via calculation of road repair costs for each village road. Given the state's weather conditions, it has been determined that road repairs and resurfacing must occur every seventeen years, on every village road in order to ensure that the village's road network remains in quality condition.
- (b) Annual contributions will be allocated to the major road maintenance reserve during the budget process and if not expended will be presented as projected ending fund balance as an addition to any reserve balance carried forward from the prior year. If all of the major road maintenance reserve funds are budgeted to be expended during the fiscal year, funding of the annual contribution will be completed in the following fiscal year during the budget process.
- (c) Use of the major road maintenance reserve funds will be determined by the village manager, subject to the requirements of this section.

Sec. 2-157. – Use of fund balance and use of surplus.

- (a) Fund balance/working capital shall be used only for emergencies, non-recurring expenditures/ expenses, or major capital purchases that cannot be accommodated through current year savings. Should such use reduce balances below the level established as the minimum for that fund, the request/decision to utilize said balances will include a plan to replenish funds to the minimum level in subsequent fiscal year(s).
- (b) It is the intent of the village to use all surpluses generated to accomplish four goals: meeting reserve policies, avoidance of future debt, funding one-time capital and reduction of outstanding debt.

Sec. 2-158. – Interfund loans.

- (a) Through the long-range financial planning process, the village may identify a short-term capital financing need that does not qualify for debt financing, and funds are available in other funds. An interfund loan is a loan from one fund to another that specifies repayment terms and requires approval by council. Interfund loans may not be used to support operating needs but are allowable for cash flow needs related to capital projects. The interfund loan shall be documented and defined as follows:
 - (1) Source of the Funding
 - (2) Use of the Funds (project)
 - (3) Maximum Amount
 - (4) Repayment Schedule
 - (5) Interest rate, if applicable

- (b) The proposed interfund loan shall be identified during the annual budget and CIP process as a funding source. Any changes to repayment terms shall be approved by the council and clearly identified in the budget document.

Sec. 2-159. – General fund and debt service fund.

- (a) Any surpluses realized in the general fund at year-end may be used first to meet policies set forth in this section. Excess surplus may then be used for the following purposes:

- (1) Funding for replacement programs
- (2) Contributions to reserves in excess of minimum policy requirements
- (3) Retirement or refinancing of existing debt
- (4) Funding capital improvement program projects

- (b) The village shall maintain the debt service fund balance reserve as required by bond ordinances.

- ~~(3) This policy establishes the amounts the Village will maintain in, or contribute to, its various reserve accounts, how the reserves will be funded, the conditions under which the reserves may be used and the replenishment requirements.~~

- ~~(4) The specifically adopted reserve accounts are as follows:~~

- ~~a. — Operating Reserve.~~
- ~~b. — Litigation Defense Reserve.~~
- ~~c. — Major Road Maintenance Reserve.~~

~~The reserve allocation amounts can be used only for the specific purposes determined by this section.~~

- ~~(5) The reserve policy may be changed or lifted only by the Council taking the same formal action that imposed the constraint originally, which, in this case, is an ordinance approved by a supermajority vote of the entire Village Council. This must include publicly noticing and advertising the proposed change consistent with F.S. § 116.041(3)(a).~~

- ~~(6) Any ordinance approved, which calls for a reduction in the reserve level, must include a detailed plan for how the reserve will be replenished.~~

- ~~(7) The Operating Reserve, Litigation Defense Reserve, and Major Road Maintenance Reserve, once fully funded, are to be maintained at final intended levels and may be spent as provided herein. The fund levels may be increased above this required threshold at any time by the Village Council, without supermajority approval of an ordinance amendment.~~

- ~~(8) If the use of any of the reserve accounts is deemed to be completed or no longer necessary and is approved by supermajority Council approval of an ordinance amendment stipulating such, then the reserve account shall be closed.~~

- ~~(9) This division and attached policy may only be repealed or amended by an ordinance approved by a supermajority vote of the entire Village Council.~~

~~Sec. 2-151. Operating Reserve.~~

- ~~(a) Accumulation of funds. The following accumulation will be calculated and allocated during the budget process:~~
- ~~(1) Fiscal year 2018-2019: Reserves equal to, or greater than, ten months of budgeted operating expenses as calculated at time of budget adoption.~~
 - ~~(2) Fiscal year 2019-2020:~~
 - ~~a. Reserves equal to, or greater than, 12 months of budgeted operating expenses as calculated at time of budget adoption.~~
 - ~~b. Reserves equal to or greater than 12 months of budgeted operating expenses is the intended final level for this Reserve, and it is intended that the Reserve, as provided herein, shall be maintained at this level, or higher, unless directed otherwise by a supermajority Council approval of an ordinance amendment which orders a change in this policy.~~
- ~~(b) Use of funds. The Operating Reserve funds are only to be used for the following:~~
- ~~(1) Disaster response. The term "disaster response" means a state of emergency as declared by the Village, State or County. Under these conditions, the funds may be used for the preservation of life and property within the Village.~~
 - ~~(2) Revenue interruption. Revenue interruption may occur when the State, County or Village can no longer operate to provide revenue to the Village.~~
 - ~~(3) Debt reserve. The term "debt reserve" means an amount of reserves that may be required as part of debt or loan agreement.~~
 - ~~(4) Budgeted to expend to provide funding in the event of an economic downturn. For application of the reserve policy, a qualifying economic downturn is a drop in budgeted general fund revenue of ten percent or higher from the prior year budget.~~
- ~~Use of the Operating Reserve funds will be determined by the Village Manager.~~
- ~~(c) Replenishment of funds. In the event that funds are expended from the Operating Reserve, the fund will be replenished in the following fiscal year during the budget process, in accordance with an adopted plan, until funds are fully restored to 12 months of budgeted operating expenses.~~
- ~~(d) Budget process and presentation. Funds will be allocated to the Operating Reserve during the budget process and if not expended will be presented as projected ending fund balance. If funds are budgeted to be expended during the fiscal year, replenishment of the funds will be completed in the following fiscal year during the budget process.~~

~~Sec. 2-152. Litigation Defense Reserve.~~

~~(a) *Accumulation of funds.* The Litigation Defense Reserve was established at \$670,000.00 for fiscal year 2018-2019. This is the intended final minimum level for this Reserve, and the Reserve shall be maintained at or above this level, unless directed otherwise by supermajority Council approval of an Ordinance amendment which orders a change in this policy.~~

~~(b) *Use of funds.*~~

~~(1) Funds may be expended from the Litigation Defense Reserve when the Village is a named party in an active lawsuit after having utilized its annual insurance contribution for such defense, if available. In addition, funds may be used for threatened litigation or to develop a settlement strategy designed to prevent extended litigation.~~

~~(2) These funds may be expended in the legal defense of the Village, and not for the legal defense of any individual official, staff member, or otherwise affiliated individual, as determined by the Village Manager.~~

~~Use of the Litigation Defense Reserve funds will be determined by the Village Manager.~~

~~(c) *Replenishment of funds.* In the event that funds are expended from the Litigation Defense Reserve, this fund will be replenished in the following fiscal year during the budget process, in accordance with an adopted plan, until funds are fully restored to the initial \$670,000.00 level.~~

~~(d) *Budget process and presentation.* Funds will be allocated to the Litigation Defense Reserve during the budget process and if not expended will be presented as projected ending fund balance. If funds are budgeted to be expended during the fiscal year, replenishment of the funds will be completed in the following fiscal year during the budget process.~~

~~Sec. 2-153. Major Road Maintenance Reserve.~~

~~(a) *Accumulation of funds.* The Major Road Maintenance Reserve annual contribution will be \$300,000.00 for fiscal year 2019-2020, with three percent annual growth adjustments, unless directed otherwise by supermajority Council approval of an Ordinance amendment which orders a change in this policy.~~

~~(b) *Use of funds.*~~

~~(1) Each fiscal year, the Village Staff may identify specific roads experiencing road surface deterioration, and initiate road resurfacing and/or mill and overlay projects to address the identified issues. In addition, funds may be expended in the event that resurfacing is recommended during a planned road improvement project.~~

~~(2) Use of the Major Road Maintenance Reserve funds will be determined by the Village Manager.~~

~~(c) *Replenishment of funds.* The Major Road Maintenance Reserve fund will be funded each fiscal year with an annual contribution of \$300,000.00, which contribution shall be increased by three percent each year. In the event that funds are expended, the reserve will receive the next annual contribution in the following fiscal year during the budget process.~~

~~(d) *Budget process and presentation.* Annual contributions will be allocated to the Major Road Maintenance Reserve during the budget process and if not expended will be presented as~~

~~projected ending fund balance as an addition to any reserve balance carried forward from the prior year. If all of the Major Maintenance Reserve funds are budgeted to be expended during the fiscal year, funding of the annual contribution will be completed in the following fiscal year during the budget process.~~

- ~~(e) *Annual contribution calculation.* The annual contribution was determined via calculation of road repair costs for each Village road. Given the State's weather conditions, it has been determined that road repairs and resurfacing must occur every seventeen years, on every Village road, in order to ensure that the Village road network remains in excellent condition. By providing an annual allocation increase of three percent, the Village will retain sufficient funds in this reserve to maintain Village roads at an excellent level.~~

Sec. 2-160. Fiscal responsibility policy established.

The following fiscal responsibility policy is hereby established and shall be maintained:

(a) Accounting, auditing, and financial reporting

- (1) *Purpose.* The village will establish and maintain the highest standards of accounting practices in conformance with generally accepted accounting principles (GAAP) and comply with all statutory and legal requirements. The village will prepare and present reports that analyze and evaluate the village's financial condition.
- (2) *Accounting practices and principles.* The village will maintain accounting practices that conform to GAAP as set forth by the Governmental Accounting Standards Board (GASB), the authoritative standard setting body for units of local government. All village financial documents, except monthly interim financial reports, including official statements accompanying debt issues, annual comprehensive reports and continuing disclosure statements will meet GASB standards. Monthly interim financial reports are on a cash basis and will be reported as budgeted.
- (3) *Financial and management reports.* Monthly interim financial reports will be provided to management and the council. Village staff will, to the best of their ability, provide the report by the end of each month for the prior month. These reports will explain key economic and fiscal developments, note significant deviations from the budget, and track capital project costs.
- (4) *Annual audit.*
 - (A) Pursuant to Florida Statutes § 218.39, the village shall have its accounts and records audited annually by an independent certified public accounting (CPA) firm, and it shall be completed within 9 months after the end of its fiscal year. It is the village's goal to submit the audit at the first village council meeting in May for approval. The audit firm shall provide a management letter to the village. The audit firm shall also provide a single audit of federal and state grants, when necessary.
 - (B) The objective of the audit of the financial statements by the independent auditor is the expression of an opinion on the fairness with which they present, in all material respects,

financial position, results of operations, and its cash flows in conformity with generally accepted accounting principles. The auditor has a responsibility to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The financial statements are management's responsibility. The auditor's responsibility is to express an opinion on the financial statements.

(C) An official Annual Comprehensive Report (ACR) shall be issued no later than six (6) months following the end of the fiscal year. The ACR shall be prepared to meet the requirements of the Certificate of Achievement for Excellence in Financial Reporting program through GFOA. This program establishes criteria that go beyond the minimum requirements for Generally Accepted Accounting Principles to prepare ACRs that evidence the spirit of transparency and full disclosure. Any audit findings and/or management comments will be reported to the council at a public meeting.

(5) Continuing disclosure. The village will provide disclosure in connection with the initial sale and distribution of its publicly marketed debt instruments. The finance director will ensure that the Municipal Securities Rulemaking Board's EMMA® website is current and all disclosures are filed timely with assistance from the village's municipal advisor and bond or disclosure counsel. EMMA® is the official repository for information on virtually all municipal securities. Continuing disclosure includes annual disclosure required within 180 days of fiscal year end, as well as material event disclosure required under the Securities and Exchange Council (SEC) Rule 15c2-12 within 10 days of the occurrence of the event.

(b) Financial consultants

(1) Purpose. The village will employ qualified financial advisors and consultants as needed in the administration and management of the village's financial functions. These areas include but are not limited to audit services, debt administration, and financial modeling. The village shall implement evaluation criteria for each financial consultant to ensure the village receives the highest quality services available. The factors in the selection of these consultants should include but may not be limited to experience, expertise, ability to perform, the services offered, references, and methodology. In no case should price be allowed to serve as the sole criterion for selection.

(2) Independent auditors. In all matters relating to the assignment, an independence in mental attitude is to be maintained by the auditor or auditors. When contracting for audit services, the village shall request proposals from qualified firms, including the current auditors, if their past performance has been satisfactory. The selection committee shall choose an independent firm of certified public accountants to perform an annual audit of the accounts and records and render an opinion on the financial statements of the village. The firm is approved by the council. Each year, the independent auditor will provide a letter of engagement to the village for annual audit services. Audit staff rotation will be discussed with the firm annually.

(3) Arbitrage consultants. While the village is responsible for ensuring that the records are in order, the calculations made, reporting completed, and filings made, the actual arbitrage calculation and reporting connected to the village's tax-exempt debt shall be contracted out to a qualified

firm when needed. The arbitrage consultant shall complete a risk assessment of positive arbitrage on each bond issue annually as needed to determine the necessity for a calculation of positive/negative arbitrage in the current year. All bond issues in accordance with arbitrage regulation shall have each 5th year and final arbitrage calculations completed.

(4) *Bond counsel.* Village bond counsel has the role of an independent expert who provides an objective legal opinion concerning the issuance and sale of bonds and other debt instruments. As bond counsel are specialized attorneys who have developed necessary expertise in a broad range of practice areas, the village will always use a consultant for these services. Generally, bonds are not marketable without an opinion of nationally recognized bond counsel stating that the bonds are valid and binding obligations, stating the sources of payment and security for the bonds and that the bonds are exempt from state and federal income taxes (if applicable). Bond counsel is responsible for the following tasks in a transaction:

(A) Prepares and oversees bond proceedings.

(B) Ensures the village meets all the legal requirements and authorizations of the bond offering.

(C) Discloses and analyzes all relevant legal and financial documents that may have a bearing on the validity of the offering.

(D) Interprets relevant regulations and laws and assists in structuring the issue, and

(E) Writes key financing documents.

(5) *Disclosure counsel.* Disclosure counsel is an independent firm, separate from bond counsel, which may be retained by the village to provide a legal opinion concerning accuracy of the information presented in disclosure and bond documents including but not limited to the preliminary official statement and final official statement, and provide guidance on continuing disclosure obligations.

(6) *Municipal advisor (financial advisor).* The Government Finance Officers Association (GFOA) recommends that issuers hire a municipal advisor, also referred to as a financial advisor, prior to the undertaking of debt financing. The village may issue various types of securities to finance its capital improvement program. Debt structuring and issuance requires a comprehensive list of services associated with municipal transactions, including but not limited to: method of sale; analysis of market conditions; size and structure of the issue; preparation of disclosure documents; coordinating rating agency relations and monitoring rating agency evaluation criteria; evaluation of and advice on the pricing of securities; assisting with closing and debt management; calculating debt service schedules; and providing recommendations on management of the village's finances, including evaluation of debt structures and refinancing opportunities.

(A) The municipal advisor must be registered as a municipal advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

(B) To ensure that the village is receiving services at fair market value, upon completion of contract, staff will select a municipal advisor through a competitive procurement process.

(C) While a municipal advisor plays a key role on the financing team, it is important to note that the village remains in control of the decision-making process necessary for the issuance and sale of the bonds or implementing the financing.

(D) The selected municipal advisor shall not be permitted to serve as underwriter on any bond transactions while serving in the municipal advisor role. Upon termination of the municipal advisor contract, a period of one year should pass before the firm may be engaged as an underwriter on any bond transaction for the village.

(c) Budget and long-range planning

(1) Purpose. The village will establish budget guidelines to encourage and maintain operations under the government-lite approach. These guidelines will allow the budget to serve as the culmination of the village's annual planning, implementation, and evaluation process. Additionally, a long-range financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.

(2) Balanced budget.

(A) The village is required to prepare a balanced budget in which current revenues will be sufficient to support current expenditures. The budget process and format shall be performance based and focused on goals, objectives, and key performance indicators. The budget will provide adequate funding for maintenance and replacement of capital. The budget will be prepared in accordance with the current program criteria of the GFOA's distinguished budget presentation award program.

(B) In addition, it is expected that the annual operating budget will be structurally balanced. A structurally balanced budget is further defined as recurring revenues funding recurring expenditures and adherence to fund balance policies. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. If economic conditions dictate that the village manager file a structurally imbalanced budget, it shall be accompanied by a plan to return the budget to structural balance and the resulting five-year financial forecast that reflects steps to be taken to return the budget to structural balance and to compliance with the village's fund balance policy.

(3) Use of recurring revenues. Recurring expenses will be funded exclusively with recurring revenue sources to facilitate operations on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues.

(4) Use of non-recurring revenues. Non-recurring revenue sources, such as a one-time revenue remittance or fund balance more than policy can only be budgeted / used to fund non-recurring

expenditures, such as capital purchases or capital improvement projects. This will ensure that recurring expenditures are not funded by non-recurring sources.

(A) The following expenditures are considered non-recurring for budgetary purposes:

- (i) Transfers to other funds.
- (ii) Capital expenditures.
- (iii) Contingency funds.

(B) The following revenues are considered non-recurring for budgetary purposes:

- (i) Grant revenues.
- (ii) Reimbursements for one-time items.
- (iii) Short term/inter-fund loans.

(C) Allowable uses of one-time revenues received during the year (over the budgeted amounts):

- (i) To fund capital projects without an identified funding source.
- (ii) To fund one-time expenditures in the following fiscal year's budget.
- (iii) To replenish a draw down in the fund balance below policy requirements.

(5) Revenue estimating for budgeting. The village maintains a diversified and stable revenue structure to protect it from short-run fluctuations in any single revenue source. As part of this maintenance, the village shall estimate revenue using a conservative, objective, and analytical process based off historical data and expected future trends. This approach should reduce the likelihood of actual revenues falling short of budget estimates and should avoid mid-year service changes.

(6) Budget management

(A) General budget preparation

- (i) The village charter requires the village manager to present a proposed budget to the council for the ensuing fiscal year and an accompanying message on or before July 15th of each year. Coordination of the budget process and preparation of the budget document is the task of the finance department, which is responsible for projecting revenues and beginning available fund balances for each fund.
- (ii) The operating budget authorizing expenditures of village funds will be adopted annually at the fund level. The level of budgetary control is at the department level and the annual budgets serve as the legal authorization for expenditures.
- (iii) Florida Statutes Chapter 200 (determination of millage) governs the budget and property tax rate adoption process. The village council is required to hold two public

hearings for adoption of a property tax rate and budget. The annual budget shall be adopted in September of each year following the public hearings.

(B) Capital budget preparation. Pursuant to Florida Statutes § 218.39, the village shall prepare the capital improvement program as part of the comprehensive budget planning process. The village charter requires two public hearings and adoption of the capital improvement program by resolution on or before August 15th of each fiscal year which includes five years of future capital.

(C) Amending the budget. Florida Statutes § 166.241 allows budget amendments up to sixty days subsequent to the fiscal year end. The council may, by resolution, provide for the transfer of all or part of any unencumbered appropriations balance from one department, fund, service, strategy, or organization unit to the appropriations for other departments or organizational units or a new appropriation. The village manager may transfer funds between programs within a department, fund, service, strategy, or organizational unit and shall report such transfer to the council, in writing, in a timely manner.

(D) Mid-year operating deficits. During the fiscal year, the village may find revenues falling short and expenditures exceeding anticipated levels. If so, the village shall take immediate corrective actions if at any time during the fiscal year new expenditure and revenue estimates are such that an operating deficit is projected at year end. Corrective actions are to be implemented by the village manager with a report to advise the village council of the actions taken. Corrective actions may include:

(i) Manage vacation positions

(ii) Deferral of capital purchases

(iii) Expenditure reductions

(iv) Freeze merit increases

(v) Use of fund balance, including committed fund replacement fund balances

(vi) Increase fees

(vii) Lay-off employees

(E) Short-term loans/use of fund balance. Short-term loans shall be avoided to balance the budget. However, only under an emergency, the village may enter into a short-term debt instrument such as a non-revolving line of credit to ensure continuous operations of the village are maintained and/or financial sustainability. The use of fund balance, which is a one-time revenue source, may be used to fund an annual operating deficit, but only with a plan prepared as part of the annual budget to replenish the fund balance if it is brought below policy level.

(d) Capital expenditures and improvements

(1) Purpose. The village will review and monitor the state of the village's capital equipment and infrastructure annually, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

(2) Capitalization threshold for tangible assets. Capital assets include property, buildings, furniture, equipment, vehicles, software, and infrastructure assets. Capital assets used in governmental fund types of the village are recorded at cost if purchased or constructed. The following capitalization thresholds are as follows:

Asset Class	Capitalization Threshold
Furnishings & Equipment	\$5,000
Intangible	\$25,000
Capital Improvement Projects	\$50,000
Infrastructure	\$50,000

(3) Five year capital improvement plan (CIP).

(A) The village shall annually prepare a five-year capital improvement plan based on the needs for capital improvements and equipment, the status of the village's infrastructure, replacement and renovation needs, and potential new projects in coordination of the development of the strategic plan, business plan, and operating budget, as well as ensuring compliance with the comprehensive plan's capital improvement element and all other village master plans. Future operating expenditures and revenues associated with new capital improvement will be projected and included in operating budget five-year forecasts.

(B) Capital projects are improvements or additions to the village's physical plant/facilities and become part of the village's asset inventory. Capital projects can be further categorized into land, buildings, improvements other than buildings, and infrastructure, which includes roads, sidewalks, bridges, utility lines, etc. Capital costs typically consist of preliminary design, final design, and construction, and may involve the acquisition of land or easements. For every project identified in the plan, a project scope and project justification will be provided. Also, project costs shall be estimated, funding sources identified and annual operation and maintenance costs computed.

(C) Staff will identify the estimated costs and funding sources for each capital project proposal before it is submitted to the council for approval. The village will determine and use the most prudent financial methods for acquisitions of new capital equipment and projects, based on its financial resources and market conditions at the time of acquisition.

(D) All capital projects submitted for approval must be justified in terms of how the project supports the achievement of the village's strategic priorities and intended outcomes. Projects are prioritized and approved based on the relevance of the project to the village's strategic plan and the impact on the end customer.

(E) The five-year CIP shall be filed and year one funding approved with the annual budget. Years two through five are for planning purposes only, and may move up, back, or be phased as the project becomes more refined based on preliminary engineering and design work gets completed.

(F) The five-year CIP shall be limited to the affordability limits identified in the long-range financial plans of the village taking into consideration pay-as-you go funding capacity, operating costs, etc. Affordability shall be determined by the revenue assumptions used to build the five-year forecast.

(G) Projects that cannot be funded in the five-year CIP using the affordability assumptions will be included in the CIP for future reference as an appendix of unfunded projects and considered for future funding or a bond referendum.

(4) Capital improvement project. A capital improvement project is defined as a major construction, expansion, renovation, purchase, or major repair/replacement of buildings, streets or other physical structure which has an estimated cost of \$50,000 or more and a life of at least three years.

(5) Replacement of capital assets on a regular schedule. The village shall annually prepare a schedule for the replacement of its fleet, high value technology and high value parks capital assets. Funding for the replacement of these assets will be accomplished using an annual depreciation structure charged to each participating fund at 100% of annual depreciation based on lifecycle or useful life of the asset. Within the resources available each fiscal year, the village shall replace these assets accordingly.

(6) Capital project management.

(A) All projects will be considered active once the fiscal year has begun with an appropriately adopted CIP budget in place. Projects will be initiated by the responsible department, which shall follow appropriate procurement policies and procedures.

(B) Projects funded with bonds, loans, or short-term notes will continue until the project is finished and closed on the general ledger. Projects funded by cash will expire at year-end, with no funding rolled forward unless approved by the finance director. Projects finished under budget will be closed and excess funds will be placed in the fund balance for unrestricted use.

(C) Unrestricted, excess funds shall be used to fund future capital projects, new business plan initiatives adopted midterm, over-budget projects, or to refund financial instruments.

(D) Projects that will exceed the budget must have a revised budget and a request for additional funding submitted to the finance director at the earliest possible time. Additional funding may be identified through savings in other capital projects at the discretion of the finance director, or through council action.

(7) Physical inventory. An annual inventory of equipment will be conducted to ensure that the replacement, maintenance, and CIP projections are accurate, and that sufficient internal control over capital items is exercised.

(e) Debt

(1) Purpose. The village will establish guidelines for debt financing that will provide needed facilities, land, capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

(2) Use of debt financing.

(A) Debt financing, to include general obligation bonds, revenue bonds, lease/purchase agreements, and other obligations permitted to be issued or incurred under Florida law, shall only be used to purchase capital assets that cannot be prudently acquired from either current revenues or fund balance/working capital and to fund improvements and additions. Debt financing is utilized to spread payments for assets and infrastructure over their useful lives. Debt will not be used to fund operating expenditures.

(B) The village will pay cash, when possible, for capital improvements within the financial affordability of each fund versus issuing debt when funding capital expenditures and capital improvements. Projects that are rehabilitative in nature shall be earmarked for funding from cash instead of debt when possible. (This is not intended to include reconstruction projects that significantly extend the useful life of an asset.) Cash sources include, but are not limited to general fund one-time revenues, water and sewer system revenues and developer fees, and state and federal grants.

(3) Bond ratings.

(A) In evaluating the issuance of additional debt to finance projects, the village shall consider the statements of the rating agencies regarding the village's financial condition. The village rely on its municipal advisor to stay informed on rating agency methodologies which may change from time to time.

(B) Ratings generally reflect the assessment of the following factors, and these must be evaluated to determine the impact of potential bond issues:

- (i) Local economic activity
- (ii) Strong financial policies, budgeting and long-term planning practices
- (iii) Budgetary performance
- (iv) Total liquidity and reserve balances

- (v) Debt and contingent liability- evaluation of debt carrying costs as a percent of expenditures or revenues
- (vi) Impact of future debt issuance on bond ratings/debt profile and outlook

(4) Affordability.

- (A) The village shall use an objective analytical approach to determine whether it can afford to issue new general-purpose debt. This process shall compare village-accepted standards of affordability to the current values for the village. These standards may include debt per capita, debt as a percent of taxable value, taxable value per capita, and tax rate. The process shall also examine the direct costs and benefits of the proposed expenditures. In addition, the analysis will evaluate the capacity within the general fund to take on the operating expenditures associated with the completion of the proposed capital improvements.
- (B) When a project has a significant impact on the operating budget, the tax rate shall be shifted from debt service to maintenance & operations to support the increased expenditures. Further debt capacity shall be evaluated based on the remaining debt service tax capacity. The decision on whether or not to issue new debt shall be based on these costs and benefits, current conditions of the municipal bond market, and village's ability to afford new debt as determined by the aforementioned standards.
- (C) In the event that a project may require debt, an affordability analysis will be done on a project-by-project basis. The village will also consider the affordability of new debt secured by revenue sources other than ad valorem taxes.

(5) Debt service coverage. Annually, upon filing of the continuing disclosure requirements related to any outstanding village debt, the finance director will transmit historical coverage tables to the village manager which account for legally available revenues divided by the maximum annual debt service requirements for like revenue bonds. The communication ensures awareness of the village's current debt level.

(6) General obligation bonds and non-ad valorem revenue debt.

- (A) When the list of unfunded projects contains projects that the village council wishes to fund but cannot afford with existing ad valorem taxes, then the village will consider taking a general obligation bond referendum to the voters as provided by Florida law.
- (B) General obligation bond proposals would include an analysis showing how the new debt combined with the current general obligation debt impacts on the village's ad valorem tax rate.
- (C) General obligation bonds may only be issued to accomplish projects identified in the bond referendum and associated material.

(D) The village may also issue non-ad valorem revenue debt for general government projects. Non-ad valorem revenue debt is repaid with any legally available revenues that are not derived from ad valorem taxes. The village will ensure that the anti-dilution test is satisfied for any new non-ad valorem debt issued.

(E) General obligation bonds must be issued for projects that are consistent with the wording in the bond propositions.

(7) Debt structures.

(A) The village shall strive to issue bonds with a final maturity at, or below 30 years, but in no case longer than the useful life of the asset.

(B) The village shall seek level or declining debt repayment schedules and shall seek to retire 50% of the total principal outstanding within the average life of the bonds.

(C) There shall be no capitalized interest included in the debt structure except as specifically disclosed to the council and justified by project needs.

(8) Debt refunding. The village's financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the net present value savings of a particular refunding should exceed 3.0% of the refunded maturities in aggregate to offset the cost and time of a refunding debt issuance unless (1) a debt restructuring is necessary or (2) bond covenant revisions are necessary to facilitate the ability to provide services or to issue additional debt.

(9) Bond proceeds.

(A) The use of bond proceeds will be tracked to allocate bond proceeds to specific projects financed with the bond proceeds. If different projects with different allowable repayment sources are funded by the same issue, the proceeds will be allocated to each allowable funding source with a corresponding allocation of debt service. For example, if a single issue funded roads which may be paid by gas taxes as well as park that could only be paid by general governmental funds, debt service shall be allocated such that gas taxes may be used to pay an appropriate share of debt service.

(B) Spending amounts and dates will be tracked to ensure compliance with any spend-down or arbitrage considerations.

(C) Bond proceeds will be invested as required by any loan or bond covenants and, if no covenants control the investment, then as required by the village's investment policy, subject to IRS rules and regulations.

(D) Interest earnings on bond proceeds will be limited to funding changes to the bond financed CIP in compliance with the underlying debt authorization, cost overruns on bond projects, or be applied to debt service payments on the bonds issued. In the case of general obligations

bonds, issued but unspent bond proceeds may be appropriated for projects consistent with the ballot language after completion of projects identified in the approved bond propositions.

(10) *Sale process.* The village shall use a competitive bidding process in the sale of debt unless the nature of the issue or market conditions warrants a negotiated sale. The village will utilize a negotiated process when the issue is, or contains, a refinancing that is dependent on market/interest rate timing. The village shall award the bonds based on a true interest cost basis. However, the village may award bonds based on a net interest cost basis as long as the financial advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid. Based on the fact that market conditions and the village's needs change regularly, sales process parameters will be disclosed to and approved by the council.

(11) *Underwriting syndicates.* In response to the MSRB Rule G-17, which recognizes that the motivations of an underwriter may not be consistent with the best interest of the village, the village shall refer underwriters to its municipal advisor to review potential refunding opportunities. The village's municipal advisor is prohibited from underwriting the village's bonds while under contract with the village for municipal advisory services, and for a period of one year after termination of the municipal advisory contract. The village may request its municipal advisor to assist the finance director in developing a request for proposals intended for underwriters for negotiated bond issues. The village will not be restricted in the number of underwriters selected to support the village in a negotiated bond sale.

(12) *Rating agency presentations.* Full disclosure of operations and open lines of communications shall be maintained with the rating agencies. village staff, with the assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, including but not limited to Moody's Investors Service, Standard & Poor's and Fitch Ratings Inc., as recommended by the village's municipal advisor.

(13) *Bond ratings.* The village will prudently manage the governmental funds and enterprise funds if applicable, and attempt to issue and structure debt to help maintain or increase the current bond ratings.

(14) *Bond issuance.* The village may utilize a municipal bond insurance policy or a debt service reserve surety policy if such a policy provides economic benefits to the village.

(15) *Lease/purchase agreements.* The village may use lease/purchase agreements for capital items when it is cost-efficient and provides for more attractive terms than issuance of bonds or other forms of debt.

(16) *Pension liability policy.* In accordance with § 4(6)(c) of the village charter, the council may not adopt any compensation plan for municipal employees or officers that incur unfunded liabilities or adopt a defined benefit plan. The council may only adopt a defined contribution plan.

(f) Expenditures and services

(1) Purpose. The village will identify services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of those services.

(2) Procurement activities.

(A) The village shall maintain policies and procedures to ensure compliance with state laws relating to procurement of goods and services.

(B) The village council shall periodically review the village's procurement codes to ensure they are designed to result in the efficient and effective acquisition of commodities and services for the village, while ensuring the village is a good steward of the public's funds.

(3) Maintenance of capital assets. Within the resources available each fiscal year, the village shall maintain capital assets and infrastructure at a sufficient level to protect the village's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

(4) Periodic program/service reviews. The village manager and staff shall undertake periodic reviews of village programs and services for both efficiency and effectiveness. Outsourcing and contracting with other governmental agencies and/or the private sector will be evaluated as alternative approaches to service delivery. Programs or services determined to be inefficient and/or ineffective may be recommended through the annual budget process to be reduced in scope or eliminated.

(5) Outsourcing of village services. The village provides many municipal services to its citizens covering a wide variety of disciplines. Attempting to perform all of these services in-house could dilute the village's efficiency and not be cost effective. Two of the management tools utilized by the village to maximize efficiency and cost effectiveness are outsourcing and managed competition processes. The economic benefits of competition include lower costs and improved quality of performance irrespective of whether a given service is ultimately performed in-house or outsourced.

(g) Cash management and investments

(1) Purpose. The village will maintain the Village's cash in such a manner so as to ensure the absolute safety of principal, to meet the liquidity needs of the Village, and to achieve the highest possible yield in compliance Florida Statutes § 218.14 and the village's investment policy, as adopted by the council.

(2) Investment policy.

(A) All aspects of cash/investment management shall be designed to ensure safety and integrity of the village's financial assets. Cash/investment management activities shall be conducted in full compliance with prevailing local, state, and federal regulations.

The village shall review its investment policies on a periodic basis. Please reference the village's investment policy as adopted by the council.

(B) The village shall design and establish policies relating to a variety of cash/investment management issues, such as authorized investment institutions and dealers, permissible investments, maturity and liquidity requirements, third party custodial agreements, and such other aspects of the program, which necessitate standard setting in pursuit of appropriate prudence and enhanced protection of assets.

(3) *Investment strategy.* The village maintains a consolidated portfolio in which it pools its funds for investment purposes. The village's investment program seeks to achieve safety of principal, adequate liquidity to meet cash needs, and reasonable yield commensurate with the preservation of principal and liquidity.

(4) *Interest income.* Interest earned from investments shall be distributed to the funds from which the funds were provided.

(5) *Arbitrage investments and reporting.* The village's investment position as it relates to arbitrage is as follows: Investments on bond proceeds will be made with safety of principal and liquidity in mind, but with a competitive rate of return. Investment of bond proceeds will be clearly tracked, and investment earnings recorded for arbitrage purposes.

(6) *Depository bank.*

(A) The village will select its official bank depository through a formal bidding process in order to provide the village with the most comprehensive, flexible, and cost-effective banking services available. Only officials authorized by the council through the depository contract may open accounts in the name of the village or its component units.

(B) All checks shall have two signatures. Three people shall be authorized to sign checks: the village manager, the mayor, and the vice mayor. Signatures shall be affixed to all village checks via facsimile signatures and are made with a secure laser check printing system.

(7) *Collateralization of deposits.* The Florida Security for Public Deposits Act prescribes the deposit authority of the village. Deposits whose value exceeds the limits of federal depository insurance are entirely insured or collateralized pursuant to the Act. Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral of the depository to be held subject to his or her order. The Treasurer, by rule, shall establish minimum required collateral pledging levels. The pledging level may range from 25% to 200% of the average monthly balance of public deposits depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. The Public Deposit Security Trust Funds have a procedure to allocate and recover losses in the event of default or insolvency.

(h) Grants

- (1) Purpose. The village will seek, apply for, and effectively administer federal, state and local grants, which support the village's current priorities and policy objectives.
- (2) Authority to apply for grant funding. Only the village manager or an authorized designee may sign and submit grant applications on behalf of the village. Council approval is not required in order to apply for a grant.
- (3) Coordination of grant policy and grant operations. The village must be able to track and manage grants at all stages of the grants process from funding research through project closeout.
- (4) Acceptance of grants. All grants award contracts awarded to the village must be reviewed and, if agreeable to the village, accepted in an expeditious manner. Grant award contracts which have a village funding match in excess of \$75,000, or which require the village to indemnify the grantor in excess of prevailing insurance coverages, or which require the village to transfer an interest in village-owned land (other than the granting of a temporary easement) must be approved by the council. All other grant award contracts may be approved by the village manager.

Sec. 2-161. Policies on responsible management established.

(a) Performance management

- (1) Purpose. Village shall create a strategic plan that identifies the strategic goals with corresponding key performance indicators (KPIs) to help monitor and achieve the strategic goals.
- (2) Establishing performance requirements.
 - (A) Annually, each department, along with the finance department, shall develop and review existing departmental performance measures that directly support the successful achievement of strategic goals. The KPIs and targets shall measure and track the performance of core processes of the department and should reflect customer needs.
 - (B) The KPIs shall measure performance from one of the following "perspectives" (Measure Types): Impact, Demand, Efficiency and/or Effectiveness:
 - (i) Impact: Measures the resources being used by a department and/or the impact on the community. (Example: The number of calls responded to by staff and the cost associated to responding to those calls and/or the benefit of having a place for the resident to call).
 - (ii) Demand: Measures the need for a specific service or program. (Example: The total number of incoming calls).
 - (iii) Efficiency: Measures cost efficiency. (Example: Responding to all incoming calls while looking to reduce cost).

(iv) Effectiveness: Measures how well an objective is achieved. (Example: The ability to effectively answer all inquiries and respond to all incoming calls).

(C) Department directors shall establish performance measures for each division or program within their department to monitor and project program performance. These measures must be linked to the strategic goal(s) they support.

(D) Supervisors shall negotiate fair and aggressive performance measures for each employee that directly support program objectives and departmental KPIs as part of the annual performance review process.

(E) KPIs should have sufficiently aggressive “stretch” targets to ensure continuous improvement.

(3) Establishing data tracking and reporting requirements.

(A) The finance department shall establish reporting frequency and “child measure” data to be tracked within each KPI (Parent Measure). The reporting frequency and child measure data must allow for detailed trend analysis and reporting.

(B) KPIs that track the performance of department and/or division core processes shall be monitored and reported using the most frequent “reporting frequency” available and shall continue to be monitored while the core process is performed by the department and/or division.

(4) Reporting performance. Summaries of progress and departmental key performance indicators will be reported as deemed necessary by the village manager but will always be included in the annual adopted budget document.

(5) Decision making and analysis. The village’s strategic/business planning and budgeting decisions are based on a number of advanced statistical, economic, and financial models. The specific tools used include but are not limited to:

(A) Citizen surveys—Based on sound statistical sampling methods, a survey of residents and business owners will be conducted to gather widespread customer satisfaction, quality perceptions, and other attitudinal information.

(B) Citizen focus groups and advisory boards—Focus groups and advisory boards are teams made up of citizens and village staff to address specific concerns and strategic priorities.

(C) Master planning—Specific functions and processes are included in written plans, such as the Comprehensive Master Plan or the Storm Water Master Plan.

(D) SWOC analysis - Strengths, Weaknesses, Opportunities, and Challenges are gathered from staff, Advisory Committee members, and other members of the community.

(E) Revenue forecasting model—Statistical time series analysis and tracking model of major revenue sources.

(F) Performance management system—Established data and tracking methods.

(G) Capital budgeting tools—Present value payback, net present value analysis, and own/lease analysis.

(H) Five-year financial plan—Multiyear forecasting of revenues and expenditures.

(b) Management structure and operating standards

Purpose. The village will develop and maintain a management structure and operating standards that adhere to the principles of “government-lite” while providing forward-thinking, efficient, and transparent municipal operations.

(1) Master plans. Master Plans are designed to guide the future actions of a community by establishing long-range strategies focused on community development and sustainability. The village will develop and maintain all statutory master plans including those deemed beneficial by the village manager or council.

(2) Capital improvement planning and master plans. Management will adhere to the village’s financial policies and best practices during the development of master plans to allow for a smoother transition of long-range plans to be implemented and lessen the impact on the CIP and future operating budgets. Subsequently, to adequately guide the fiscal, operating, and land use needs of the community, management should use master plans as a framework for capital project requests incorporated into the CIP.

(3) Management structure. The village governance model reflects the dual priorities of providing daily governance and the nimbleness to act on unique opportunities. The village will maintain a highly experienced, capable, educated and credentialed workforce to meet these unique demands.

(4) Strategic principles. The strategic principles of the village are to:

(A) Practice outstanding ethics, by guarding against council, staff, and board member conflict of interest issues.

(B) Provide exceptional transparency by actively soliciting resident input and proactively distributing meaningful, comprehensible information to the public.

(C) Cultivate a sense of community by helping residents engage with one another to create a distinct Estero community.

(D) Preserve operational flexibility by maintaining zero ongoing pension liabilities and a commitment to limited staffing.

(E) Protect environmental assets by engaging in water quality management and open space preservation.

(5) Operating standards. The operating standards of the village shall:

(A) Adhere to performance management, by implementing and tracking annual service delivery goals is based on quantifiable performance metrics.

(B) Coordinate universally strong customer service by working with service delivery partners to ensure all resident interactions are helpful.

(C) Mandate excellent construction practices by creating high standards for public and private projects and inspecting them with prudence and diligence.

(D) Maintain superb maintenance by prioritizing upkeep of current village assets and by requiring such upkeep by private communities and businesses.

(E) Manage debt accumulation by identifying a specific source of funding in the budget sufficient to pay all debt service-related costs.

(c) Cybersecurity risk management

(1) Purpose. The village will maintain and execute policy and procedures for safeguarding electronic information and systems throughout the Village. These guidelines will protect the rights of citizens and employees and to fully comply with village policies and with state and federal laws.

(2) Information security policy. The village council has adopted an information security policy. The village staff is obligated to ensure compliance with council's adopted security policies so as to mitigate the security risk which can be created by unauthorized access, loss, release, destruction, or modification, to/of village electronic systems or data.

Sec. 2-162. Policy alteration limited.

The fiscal and management responsibility policies adopted in § 2-150 through § 2-161, as created by ordinance 2024-01, are supported by substantial findings setting forth the important policy reasons for the policies' creation. Therefore, the village council finds and determines that, notwithstanding any other provision of the village code to the contrary, the fiscal and management responsibility policies adopted in § 2-150 through § 2-161 must be maintained, and shall not be amended, without an affirmative vote of five council members.

Secs. 2-163—2-174. Reserved.

Section 2. For purposes of codification of any existing section of the Estero Village Code herein amended, words underlined represent additions to original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Estero Village Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Village prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Village, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Village's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING by the Village Council of the Village of Estero,
Florida on the ____ day of March, 2024.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the
Village of Estero, Florida on the ____ day of March, 2024.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
John McLain, Mayor

By: _____
Carol Sacco, Village Clerk

Village of Estero Financial Responsibility and Management Standards Policy

Updated February 2024



VILLAGE COUNCIL

Jon McLain, Mayor

Joanne Ribble, Vice Mayor
Larry Fiesel, Councilmember
Lori Fayhee, Councilmember
Rafael Lopez, Councilmember
Jim Ward, Councilmember
George, Zalucki, Councilmember

VILLAGE MANAGER

Steve Sarkozy

FINANCE DEPARTMENT

Kevin Greenville | Finance Director

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Introduction

The Management and Financial Policy Statements, adopted through Ordinance by the Village Council, provide guidelines to Village staff in managing the organization and planning finances. Some policy statements are driven by requirements of State law or Village Charter, while others are formally documented through policies and procedures. Statements that are driven by legal requirements will be noted as such.

Section 1 Accounting, Auditing, and Financial Reporting

Purpose: The Village will establish and maintain the highest standards of accounting practices in conformance with generally accepted accounting principles (GAAP) and comply with all statutory and legal requirements. The village will prepare and present reports that analyze and evaluate the Village's financial condition.

1.1 Accounting Practices and Principles

The Village will maintain accounting practices that conform to GAAP as set forth by the Governmental Accounting Standards Board (GASB), the authoritative standard setting body for units of local government. All Village financial documents, except monthly interim financial reports, including official statements accompanying debt issues, Annual Comprehensive Reports and continuing disclosure statements will meet GASB standards. Monthly interim financial reports are on a cash basis and will be reported as budgeted.

1.2 Financial and Management Reports

Monthly interim financial reports will be provided to management and the Village Council. Village staff will, to the best of their ability, provide the report by the end of each month for the prior month. These reports will explain key economic and fiscal developments, note significant deviations from the budget, and track capital project costs.

1.3 Annual Audit

Pursuant to section 218.39 of the Florida Statutes, the Village shall have its accounts and records audited annually by an independent certified public accounting (CPA) firm, and it shall be completed within 9 months after the end of its fiscal year. It is the Village's goal to submit the audit at the first Village Council meeting in May for approval. The audit firm shall provide a management letter to the Village. The audit firm shall also provide a Single Audit of Federal and State grants, when necessary.

The objective of the audit of the financial statements by the independent auditor is the expression of an opinion on the fairness with which they present, in all material respects, financial position, results of operations, and its cash flows in conformity with generally accepted accounting principles. The auditor has a responsibility to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The financial statements are management's responsibility. The auditor's responsibility is to express an opinion on the financial statements.

An official Annual Comprehensive Report (ACR) shall be issued no later than six (6) months following the end of the fiscal year. The ACR shall be prepared to meet the requirements of the Certificate of Achievement for Excellence in Financial Reporting program through GFOA. This program establishes criteria that go beyond the minimum requirements for Generally Accepted Accounting Principles to prepare ACRs that evidence the spirit of transparency and full disclosure. Any audit findings and/or management comments will be reported to the Village Council at a public meeting.

1.6 Continuing Disclosure

The Village will provide disclosure in connection with the initial sale and distribution of its publicly marketed debt instruments. The Finance Director will ensure that the Municipal Securities Rulemaking Board's EMMA® website is current and all disclosures are filed timely with assistance from the Village's municipal advisor and bond or disclosure counsel. EMMA® is the official repository for information on virtually all municipal securities. Continuing disclosure includes annual disclosure required within 180 days of fiscal year end, as well as material event disclosure required under the Securities and Exchange Council (SEC) Rule 15c2-12 within 10 days of the occurrence of the event.

Section 2 Financial Consultants

Purpose: The Village will employ qualified financial advisors and consultants as needed in the administration and management of the Village's financial functions. These areas include but are not limited to audit services, debt administration, and financial modeling. The Village shall implement evaluation criteria for each financial consultant to ensure the Village receives the highest quality services available. The factors in the selection of these consultants should include but may not be limited to experience, expertise, ability to perform, the services offered, references, and methodology. In no case should price be allowed to serve as the sole criterion for selection.

2.1 Independent Auditors

In all matters relating to the assignment, an independence in mental attitude is to be maintained by the auditor or auditors. When contracting for audit services, the Village shall request proposals from qualified firms, including the current auditors, if their past performance has been satisfactory. The selection committee shall choose an independent firm of certified public accountants to perform an annual audit of the accounts and records and render an opinion on the financial statements of the Village. The firm is approved by the Village Council. Each year, the independent auditor will provide a letter of engagement to the Village for annual audit services. Contracts are evaluated every five years. Audit staff rotation is discussed with the firm annually.

2.2 Arbitrage Consultants

While the Village is responsible for ensuring that the records are in order, the calculations made, reporting completed, and filings made, the actual arbitrage calculation and reporting connected to the Village's tax-exempt debt shall be contracted out to a qualified firm when needed. The arbitrage consultant shall complete a risk assessment of positive arbitrage on each bond issue annually as needed to determine the necessity for a calculation of positive/negative arbitrage in the current year. All bond issues in accordance with arbitrage regulation shall have each 5th year and final arbitrage calculations completed.

2.3 Bond Counsel

Bond Counsel to the Village has the role of an independent expert who provides an objective legal opinion concerning the issuance and sale of bonds and other debt instruments. As bond counsel are specialized attorneys who have developed necessary expertise in a broad range of practice areas, the Village will always use a consultant for these services. Generally, bonds are not marketable without an opinion of nationally recognized bond counsel stating that the bonds are valid and binding obligations, stating the sources of payment and security for the bonds and that the bonds are exempt from State and Federal income taxes (if applicable).

Bond Counsel is responsible for the following tasks in a transaction:

- Prepares and oversees bond proceedings.
- Ensures that the Village meets all the legal requirements and authorizations of the bond offering.

- Discloses and analyzes all relevant legal and financial documents that may have a bearing on the validity of the offering.
- Interprets relevant regulations and laws and assists in structuring the issue.
- Writes key financing documents.

2.4 Disclosure Counsel

Disclosure Counsel is an independent firm, separate from bond counsel, which may be retained by the Village to provide a legal opinion concerning accuracy of the information presented in disclosure and bond documents including but not limited to the Preliminary Official Statement and final Official Statement and provide guidance on continuing disclosure obligations.

2.5 Municipal Advisor (Financial Advisor)

The Government Finance Officers Association (GFOA) recommends that issuers hire a municipal advisor, also referred to as a financial advisor, prior to the undertaking of debt financing. The Village may issue various types of securities to finance its capital improvement program. Debt structuring and issuance requires a comprehensive list of services associated with municipal transactions, including but not limited to: method of sale; analysis of market conditions; size and structure of the issue; preparation of disclosure documents; coordinating rating agency relations and monitoring rating agency evaluation criteria; evaluation of and advice on the pricing of securities; assisting with closing and debt management; calculating debt service schedules; and providing recommendations on management of the Village's finances, including evaluation of debt structures and refinancing opportunities.

- The municipal advisor must be registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a municipal advisor.
- To ensure that the Village is receiving services at fair market value, upon completion of contract, staff will select a municipal advisor through a competitive procurement process.
- While a municipal advisor plays a key role on the financing team, it is important to note that the Village remains in control of the decision-making process necessary for the issuance and sale of the bonds or implementing the financing.
- The selected municipal advisor shall not be permitted to serve as underwriter on any bond transactions while serving in the municipal advisor role. Upon termination of the municipal advisor contract, a period of one year should pass before the firm may be engaged as an underwriter on any bond transaction for the Village.

Section 3 Budget and Long-Range Planning

Purpose: The Village will establish budget guidelines to encourage and maintain operations under the government-lite approach. These guidelines will allow the budget to serve as the culmination of the Village's annual planning, implementation, and evaluation process. Additionally, a long-range financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.

3.1 Balanced Budget

The Village is required to prepare a balanced budget in which current revenues will be sufficient to support current expenditures. The budget process and format shall be performance based and focused on goals, objectives, and key performance indicators. The budget will provide adequate funding for maintenance and replacement of

capital. The budget will be prepared in accordance with the current program criteria of the GFOA's Distinguished Budget Presentation Award Program.

In addition, it is expected that the annual operating budget will be structurally balanced. A structurally balanced budget is further defined as recurring revenues funding recurring expenditures and adherence to fund balance policies. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. If economic conditions dictate that the Village Manager file a structurally imbalanced budget, it shall be accompanied by a plan to return the budget to structural balance and the resulting five-year financial forecast that reflects steps to be taken to return the budget to structural balance and to compliance with the Village's Fund Balance Policy.

3.1.1 Use of Recurring Revenues

Recurring expenses will be funded exclusively with recurring revenue sources to facilitate operations on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues.

3.1.2 Use of Non-Recurring Revenues

Non-recurring revenue sources, such as a one-time revenue remittance or fund balance more than policy can only be budgeted / used to fund non-recurring expenditures, such as capital purchases or capital improvement projects. This will ensure that recurring expenditures are not funded by non-recurring sources.

The following expenditures are considered non-recurring for budgetary purposes:

- Transfers to Other Funds
- Capital Expenditures
- Contingency Funds

The following revenues are considered non-recurring for budgetary purposes:

- Grant Revenues
- Reimbursements for One Time Items
- Short Term/Inter-Fund Loans

Allowable uses of one-time revenues received during the year (over the budgeted amounts):

- To fund capital projects without an identified funding source
- To fund one-time expenditures in the following fiscal year's budget
- To replenish a draw down in the fund balance below policy requirements

3.3 Revenue Estimating for Budgeting

The Village maintains a diversified and stable revenue structure to protect it from short-run fluctuations in any single revenue source. As part of this maintenance, the Village shall estimate revenue using a conservative, objective, and analytical process based off historical data and expected future trends. This approach should reduce the likelihood of actual revenues falling short of budget estimates and should avoid mid-year service changes.

3.4 Budget Management

3.4.1 General Budget Preparation

The Village Charter requires the Village Manager to present a proposed budget to the Village Council for the ensuing fiscal year and an accompanying message on or before July 15th of each year. Coordination of the budget process and preparation of the budget document shall be delegated by the Village Manager to the Finance staff. The Finance department is responsible for projecting revenues and beginning available fund balances for each fund.

The operating budget authorizing expenditures of Village funds will be adopted annually at the fund level. The level of budgetary control is at the department level and the annual budgets serve as the legal authorization for expenditures.

Florida Statutes, Chapter 200, and Truth in Millage (TRIM), govern the budget and property tax rate adoption process. The Village Council is required to hold two public hearings for adoption of a property tax rate and budget. The annual budget shall be adopted in September of each year following the public hearings.

3.4.2 Capital Budget Preparation

Pursuant to section 218.39 of the Florida Statutes, the Village shall prepare the capital improvement program as part of the comprehensive budget planning process. The Village Charter requires two public hearings and adoption of the capital improvement program by resolution on or before August 15 of each fiscal year which includes five years of future capital.

3.4.3 Amending the Budget

Section 166.241 of the Florida Statutes allows budget amendments up to sixty days subsequent to the fiscal year end. The Village Council may, by resolution, provide for the transfer of all or part of any unencumbered appropriations balance from one department, fund, service, strategy, or organization unit to the appropriations for other departments or organizational units or a new appropriation. The Village Manager may transfer funds between programs within a department, fund, service, strategy, or organizational unit and shall report such transfer to the council, in writing, in a timely manner.

3.4.4 Mid-Year Operating Deficits

During the fiscal year, the Village may find revenues falling short and expenditures exceeding anticipated levels. If so, the Village shall take immediate corrective actions if at any time during the fiscal year new expenditure and revenue estimates are such that an operating deficit is projected at year end. Corrective actions are to be implemented by the Village Manager with a report to advise the Village Council of the actions taken. Corrective actions may include:

- Manage Vacant Positions
- Deferral of capital purchases
- Expenditure reductions
- Freeze merit increases
- Use of fund balance, including Committed Fund balances
- Increase fees
- Lay-off employees

Short-term loans shall be avoided to balance the budget. However, only under an emergency, the Village may enter into a short-term debt instrument such as a non-revolving line of credit to ensure continuous operations of the Village are maintained and/or financial sustainability.

The use of fund balance, which is a one-time revenue source, may be used to fund an annual operating deficit, only with a plan prepared as part of the annual budget to replenish the fund balance if it is brought below policy level.

Section 4 Fund Balances and Reserves

Purpose: The Village will maintain the fund balance of the various operating funds and related reserves at levels sufficient to protect the Village's creditworthiness as well as its financial position during emergencies or economic fluctuations. Should the budgeted fund balance drop below the minimum identified by the policy below, the Village will establish a plan to replenish the balances to the minimum level in subsequent years.

4.1 Governmental Fund Balances

There are five categories of Fund Balance in all governmental funds, not all will always be present. The categories are defined below:

1. Non-spendable- cannot be spent due to being non-spendable in form or the Village being legally or contractually required to maintain this amount intact. For example, inventories and prepaid amounts are considered non-spendable.
2. Restricted- balances are subject to external restrictions from creditors, grantors, contributors, or laws of other governments.
3. Committed- use of funds is only for specific purposes as determined by Village Council.
4. Assigned- intended use of balances for specific purposes is established by the Village Council or delegated to the Village Manager that is neither restricted or committed and includes the remaining positive balance of all governmental funds.
5. Unassigned- excess funds that have not been classified in the previous four categories for the general fund. This category represents the portion of fund balance which is not obligated or specifically designated and is available for general purposes. Unassigned fund balance would also include deficit residual balances for any governmental funds after reporting amounts as restricted, committed, or assigned fund balances. Deficit amounts cannot be reported for restricted, committed, or assigned fund balances in any fund.

When both restricted and unrestricted funds are available for expenditure, restricted funds will be used first. When committed, assigned and unassigned funds are available for expenditure, committed funds should be spent first, assigned funds second, and unassigned funds last.

4.1.1 Authority to Constrain Amounts

This section describes the criteria or level of authority required for each classification.

Nonspendable funds are funds that cannot be spent because they are either not in spendable form (e.g. inventories and prepaids) or are legally or contractually required to be maintained intact.

Restricted funds are funds that have constraints placed on their use either externally by creditors, grantors, contributors, laws or regulations or other government or by law through constitutional provisions or enabling legislation.

Committed funds are funds that have constraints placed on their use by the Village Council.

Assigned funds are funds that have constraints placed on their use by the Village Council or Village Manager.

4.1.2 Procedures to Constrain

The process through which amounts are committed or assigned is as follows:

Committed – The Village Council has the authority to set aside funds for a specific purpose. The use of any funds set aside as Committed Fund Balance requires the passage of an ordinance by a super majority vote. The passage of a resolution must take place prior to September 30th of the applicable fiscal year but the amount can be determined at a later date. A resolution would also be required to modify or rescind the specific use or amount.

Assigned – The Village Council or the Village Manager has the authority to set aside funds for the intended use of a specific purpose. This act would be in the form of a resolution, written request or as part of the annual budget process. Assigned funds may be determined as part of the annual budget process. Upon passage of a budget ordinance where fund balance is used as a source to balance the budget, that amount shall be recorded as Assigned Fund Balance. Any modification or rescission would be in a written notification to the Finance Director.

4.1.3 General Fund Committed Fund Balance – Emergency Reserve

These funds are to be held in a deep reserve, to be used in the event of a major natural disaster or a major economic downturn. The specific use of these funds shall be to protect the health, safety, and welfare of residents, cover costs of recovery to the Village and/or to ensure the immediate pay-back of any debt previously incurred by the Village for such purposes. These funds are not intended for any operating or cash-flow purposes.

The minimum level for the Emergency Reserve is 50% of General Fund budgeted expenditures less transfers out and any uses of fund balances. The need to utilize the Emergency Reserve must be established by the Village Council or the Village Manager. If established by the Village Manager, the specific need must be reported to the Village Council at its next meeting. A budget amendment must be approved by the Village Council. When such a need is recognized as part of the budget process, the need and amount will be documented as part of that process and adopted as part of the budget. When it becomes necessary for the Village to draw funds from the emergency reserve, wherein the balance drops below the minimum level of 30% of General Fund budgeted expenditures less transfers out and any uses of fund balances, the Village will develop a plan to replenish the account to the minimum level from net revenue surpluses in subsequent fiscal year(s) until the balance is restored to the minimum level.

Compliance with the provisions of the emergency reserve fund policy shall be reviewed as part of the annual budget adoption process, and the amounts to be assigned from available fund balance may be determined during this process.

In case of an emergency, use of the Emergency Fund will be given preference over the Operating Reserve to help ensure continuing operations.

4.1.4 General Fund Committed Fund Balance – Operating Reserve

These funds are to be used to stabilize the operating budget from unforeseen events including natural disasters, emergency situations, sustained declines in real estate values and/or property tax collections, and spending requirements imposed by the state or federal government vital to maintain day to day operations.

The minimum level for the Operating Reserve is 20% of General Fund budgeted expenditures less transfers out and any uses of fund balances. The need to utilize the Operating Reserve must be established by the Village Council or the Village Manager. If established by the Village Manager, the specific need must be reported to the

Village Council at its next meeting. A budget amendment must be approved by the Village Council. When such a need is recognized as part of the budget process, the need and amount will be documented as part of that process and adopted as part of the budget. When it becomes necessary for the Village to draw funds from the operating reserve, wherein the balance drops below the minimum level of 20% of General Fund budgeted expenditures less transfers out and any uses of fund balances, the Village will develop a plan to replenish the account to the minimum level from net revenue surpluses in subsequent fiscal year(s) until the balance is restored to the minimum level.

Compliance with the provisions of the operating reserve fund policy shall be reviewed as part of the annual budget adoption process, and the amounts to be assigned from available fund balance may be determined during this process.

4.1.5 General Fund Assigned Fund Balance – Litigation Reserve

Given the geographical area is prone to legal challenges, these funds are to be used in the event legal action is taken, or, conversely, in an instance where the Village seeks a legal remedy to protect the public interest.

The minimum level for the Litigation Reserve is \$750,000. The need to utilize the litigation reserve must be established by the Village Council or the Village Manager. If established by the Village Manager, the specific need must be reported to the Village Council at its next meeting. A budget amendment must be approved by the Village Council. When such a need is recognized as part of the budget process, the need and amount will be documented as part of that process and adopted as part of the budget. When it becomes necessary for the Village to draw funds from the litigation reserve, wherein the balance drops below the minimum level of \$750,00, the Village will develop a plan to replenish the account to the minimum level from net revenue surpluses in subsequent fiscal year(s) until the balance is restored to the minimum level.

Compliance with the provisions of the litigation reserve fund policy shall be reviewed as part of the annual budget adoption process, and the amounts to be assigned from available fund balance may be determined during this process.

4.1.6 General Fund Assigned Fund Balance – Major Road Maintenance Reserve

The Major Road Maintenance Reserve was established in fiscal year 2019-2020 with an initial contribution of \$300,000 with 3% annual growth adjustments, unless directed otherwise by supermajority Council approval of an Ordinance amendment. The annual contribution was determined via calculation of road repair costs for each Village road. Given the state's weather conditions, it has been determined that road repairs and resurfacing must occur every seventeen years, on every Village road, in order to ensure that the Village road network remains in excellent condition.

Annual contributions will be allocated to the Major Road Maintenance Reserve during the budget process and if not expended will be presented as projected ending fund balance as an addition to any reserve balance carried forward from the prior year. If all of the Major Maintenance Reserve funds are budgeted to be expended during the fiscal year, funding of the annual contribution will be completed in the following fiscal year during the budget process.

Use of the Major Road Maintenance Reserve funds will be determined by the Village Manager, subject to the requirements of this section.

4.2 Use of Fund Balance

Fund Balance/Working Capital shall be used only for emergencies, non-recurring expenditures/ expenses, or major capital purchases that cannot be accommodated through current year savings. Should such use reduce

balances below the level established as the minimum for that fund, the request/decision to utilize said balances will include a plan to replenish funds to the minimum level in subsequent fiscal year(s).

4.2.1 Interfund Loans

Through the long-range financial planning process, the Village may identify a short term capital financing need that does not qualify for debt financing, and funds are available in other funds. An interfund loan is a loan from one fund to another that specifies repayment terms and requires approval by Village Council. Interfund loans may not be used to support operating needs but are allowable for cash flow needs related to capital projects.

The Interfund loan shall be documented and defined as follows:

- Source of the Funding
- Use of the Funds (project)
- Maximum Amount
- Repayment Schedule
- Interest rate, if applicable

The proposed Interfund loan shall be identified during the annual budget and CIP process as a funding source. Any changes to repayment terms shall be approved by the Village Council via resolution and clearly identified in the budget document.

4.3 Use of Surplus

It is the intent of the Village to use all surpluses generated to accomplish four goals: meeting reserve policies, avoidance of future debt, funding one-time capital and reduction of outstanding debt.

4.3.1 General Fund

Any surpluses realized in the General Fund at year-end may be used first to meet policies set forth in this section. Excess surplus may then be used for the following purposes:

- Funding for Replacement Programs
- Contributions to reserves in excess of minimum policy requirements
- Retirement or Refinancing of Existing Debt
- Funding Capital Improvement Program Projects

4.4 Debt Service Funds

The Village shall maintain the debt service fund balance reserve as required by bond ordinances.

Section 5 Capital Expenditures and Improvements

Purpose: The Village will review and monitor the state of the Village's capital equipment and infrastructure annually, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

5.1 Capitalization Threshold for Tangible Assets

Capital assets include property, buildings, furniture, equipment, vehicles, software, and infrastructure assets. Capital assets used in governmental fund types of the Village are recorded at cost if purchased or constructed. The following capitalization thresholds are as follows:

Asset Class	Capitalization Threshold
Furnishings & Equipment	\$5,000
Intangible	\$25,000
Capital Improvement Projects	\$50,000
Infrastructure	\$50,000

5.2 Five Year Capital Improvement Plan (CIP)

The Village shall annually prepare a five-year capital improvement plan based on the needs for capital improvements and equipment, the status of the Village's infrastructure, replacement and renovation needs, and potential new projects in coordination of the development of the Strategic Plan, Business Plan, and Operating Budget, as well as ensuring compliance with the Comprehensive Plan's Capital Improvement element and all other Village Master Plans. Future operating expenditures and revenues associated with new capital improvement will be projected and included in operating budget Five-Year Forecasts.

Capital projects are improvements or additions to the Village's physical plant/facilities and become part of the Village's asset inventory. Capital projects can be further categorized into land, buildings, improvements other than buildings, and infrastructure, which includes roads, sidewalks, bridges, utility lines, etc. Capital costs typically consist of preliminary design, final design, and construction, and may involve the acquisition of land or easements. For every project identified in the plan, a project scope and project justification will be provided. Also, project costs shall be estimated, funding sources identified and annual operation and maintenance costs computed.

Staff will identify the estimated costs and funding sources for each capital project proposal before it is submitted to the Village Council for approval. The Village will determine and use the most prudent financial methods for acquisitions of new capital equipment and projects, based on its financial resources and market conditions at the time of acquisition.

All capital projects submitted for approval must be justified in terms of how the project supports the achievement of the Village's strategic priorities and intended outcomes. Projects are prioritized and approved based on the relevance of the project to the Village's Strategic Plan and the impact on the end customer.

The Five-Year Capital Improvement Plan shall be filed and year one funding approved with the annual budget. Years two through five are for planning purposes only, and may move up, back, or be phased as the project becomes more refined based on preliminary engineering and design work gets completed.

The Five-Year CIP shall be limited to the affordability limits identified in the long-range financial plans of the Village taking into consideration pay-as-you go funding capacity, operating costs, etc. Affordability shall be determined by the revenue assumptions used to build the five-year forecast.

Projects that cannot be funded in the Five-Year CIP using the affordability assumptions will be included in the CIP for future reference as an appendix of unfunded projects and considered for future funding or a bond referendum.

5.2.1 Capital Improvement Project

A capital improvement project is defined as a major construction, expansion, renovation, purchase, or major repair/replacement of buildings, streets or other physical structure which has an estimated cost of \$50,000 or more and a life of at least three years.

5.3 Replacement of Capital Assets on a Regular Schedule

The Village shall annually prepare a schedule for the replacement of its fleet, high value technology and high value parks capital assets. Funding for the replacement of these assets will be accomplished using an annual depreciation structure charged to each participating fund at 100% of annual depreciation based on lifecycle or useful life of the asset. Within the resources available each fiscal year, the Village shall replace these assets accordingly.

5.4 Capital Project Management

All projects will be considered active once the fiscal year has begun with an appropriately adopted Capital Improvement Program budget in place. Projects will be initiated by the responsible department, which shall follow appropriate procurement policies and procedures.

Projects funded with bonds, loans, or short-term notes will continue until the project is finished and closed on the general ledger. Projects funded by cash will expire at year-end, with no funding rolled forward unless approved by the Finance Director. Projects finished under budget will be closed and excess funds will be placed in the fund balance for unrestricted use.

Unrestricted, excess funds shall be used to fund future capital projects, new Business Plan initiatives adopted midterm, over-budget projects, or to refund financial instruments.

Projects that will exceed the budget must have a revised budget and a request for additional funding submitted to the Finance Director at the earliest possible time. Additional funding may be identified through savings in other capital projects at the discretion of the Finance Director, or through Council action, as appropriate to the procurement code.

5.5 Physical Inventory

An annual inventory of equipment will be conducted to ensure that the replacement, maintenance, and Capital Improvement Program projections are accurate, and that sufficient internal control over capital items is exercised.

Section 6 Debt

Purpose: The Village will establish guidelines for debt financing that will provide needed facilities, land, capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

6.1 Use of Debt Financing

Debt financing, to include general obligation bonds, revenue bonds, lease/purchase agreements, and other obligations permitted to be issued or incurred under Florida law, shall only be used to purchase capital assets that cannot be prudently acquired from either current revenues or fund balance/working capital and to fund improvements and additions. Debt financing is utilized to spread payments for assets and infrastructure over their useful lives. Debt will not be used to fund operating expenditures.

The Village will pay cash, when possible, for capital improvements within the financial affordability of each fund versus issuing debt when funding capital expenditures and capital improvements. Projects that are rehabilitative in nature shall be earmarked for funding from cash instead of debt when possible. (This is not intended to include

reconstruction projects that significantly extend the useful life of an asset.) Cash sources include, but are not limited to general fund one-time revenues, water and sewer system revenues and developer fees, and state and federal grants.

6.2 Bond Ratings

In evaluating the issuance of additional debt to finance projects, the Village shall consider the statements of the rating agencies regarding the Village's financial condition. The Village rely on its Municipal Advisor to stay informed on rating agency methodologies which may change from time to time.

Ratings generally reflect the assessment of the following factors, and these must be evaluated to determine the impact of potential bond issues:

- Local economic activity
- Strong financial policies, budgeting and long-term planning practices
- Budgetary performance
- Total liquidity and reserve balances
- Debt and contingent liability- evaluation of debt carrying costs as a percent of expenditures or revenues
- Impact of future debt issuance on bond ratings/debt profile and outlook

6.3 Affordability

The Village shall use an objective analytical approach to determine whether it can afford to issue new general-purpose debt. This process shall compare Village accepted standards of affordability to the current values for the Village. These standards may include debt per capita, debt as a percent of taxable value, taxable value per capita, and tax rate. The process shall also examine the direct costs and benefits of the proposed expenditures. In addition, the analysis will evaluate the capacity within the General Fund to take on the operating expenditures associated with the completion of the proposed capital improvements.

When a project will have a significant impact on the operating budget, the tax rate shall be shifted from debt service to maintenance & operations to support the increased expenditures. Further debt capacity shall be evaluated based on the remaining debt service tax capacity. The decision on whether or not to issue new debt shall be based on these costs and benefits, current conditions of the municipal bond market, and Village's ability to "afford" new debt as determined by the aforementioned standards.

In the event that a project may require debt, an affordability analysis will be done on a project-by-project basis. The Village will also consider the affordability of new debt secured by revenue sources other than ad valorem taxes.

6.4 Debt Service Coverage

Annually, upon filing of the continuing disclosure requirements related to any outstanding Village debt, the Finance Director will transmit a "Historical Coverage" tables to the Village Manager which account for legally available revenues divided by the maximum annual debt service requirements for like revenue bonds.. The communication ensures awareness of the Village's current debt level.

6.5 General Obligation Bonds (GO's) and Non-Ad Valorem Revenue Debt

General Obligation bonds require voter approval. When the list of unfunded projects contains projects that the Village Council wishes to fund but cannot afford with existing ad valorem taxes, then the Village will consider taking a GO Bond Referendum(s) to the voters.

1. General Obligation bond proposals would include an analysis showing how the new debt combined with the current General Obligation debt impacts on the Village's ad valorem tax rate.
2. General Obligation bonds must be issued to accomplish projects identified in the bond referendum and associated material.
3. General Obligation bonds may only be issued for projects that are consistent with the wording in the bond propositions.

The Village may also issue Non-Ad Valorem Revenue Debt for general government projects. Non-Ad Valorem Revenue Debt is repaid with any legally available revenues that are not derived from ad valorem taxes. The Village will ensure that the Anti-Dilution Test is satisfied for any new Non-Ad Valorem Debt issued.

6.6 Debt Structures

- The Village shall strive to issue bonds with a final maturity at, or below 30 years for , but in no case longer than the useful life of the asset.
- The Village shall seek level or declining debt repayment schedules and shall seek to retire 50% of the total principal outstanding within the average life of the bonds.
- There shall be no capitalized interest included in the debt structure except as specifically disclosed to the Council and justified by project needs.

6.7 Debt Refunding

The Village's financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the net present value savings of a particular refunding should exceed 3.0% of the refunded maturities in aggregate to offset the cost and time of a refunding debt issuance unless (1) a debt restructuring is necessary or (2) bond covenant revisions are necessary to facilitate the ability to provide services or to issue additional debt.

6.8 Bond Proceeds

The use of bond proceeds will be tracked to allocate bond proceeds to specific project financed with the bond proceeds. If different projects with different allowable repayment sources are funded by the same issue, the proceeds will be allocated to each allowable funding source with a corresponding allocation of debt service. For example, if a single issue funded roads which may be paid by gas taxes as well as park that could only be paid by general governmental funds, debt service shall be allocated such that gas taxes may be used to pay an appropriate share of debt service.

Spending amounts and dates will be tracked to ensure compliance with any spend-down or arbitrage considerations.

Bond proceeds will be invested as required by any loan or bond covenants and, if no covenants control the investment, then as required by the Village's Investment Policy, subject to IRS rules and regulations. Interest earnings on bond proceeds will be limited to funding changes to the bond financed Capital Improvement Plan in compliance with the underlying debt authorization, cost overruns on bond projects, or be applied to debt service payments on the bonds issued. In the case of General Obligation bonds, issued but unspent bond proceeds may

be appropriated for projects consistent with the ballot language after completion of projects identified in the approved bond propositions.

6.9 Sale Process

The Village shall use a competitive bidding process in the sale of debt unless the nature of the issue or market conditions warrants a negotiated sale. The Village will utilize a negotiated process when the issue is, or contains, a refinancing that is dependent on market/interest rate timing. The Village shall award the bonds based on a true interest cost (TIC) basis. However, the Village may award bonds based on a net interest cost (NIC) basis as long as the financial advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid. Based on the fact that market conditions and the Village's needs change regularly, sales process parameters will be disclosed to and approved by the Village Council.

6.10 Underwriting Syndicates

In response to the MSRB Rule G-17, which recognizes that the motivations of an underwriter may not be consistent with the best interest of the Village, the Village shall refer underwriters to its Municipal Advisor to review potential refunding opportunities. The Village's municipal advisor is prohibited from underwriting the Village's bonds while under contract with the Village for municipal advisory services, and for a period of one year after termination of the municipal advisory contract.

. The Village may request its Municipal Advisor to assist the Finance Director in developing a Request for Proposals intended for underwriters for negotiated bond issues. The Village will not be restricted in the number of underwriters selected to support the Village in a negotiated bond sale.

6.11 Rating Agency Presentations

Full disclosure of operations and open lines of communications shall be maintained with the rating agencies. Village staff, with the assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, including but not limited to Moody's Investors Service, Standard & Poor's and Fitch Ratings Inc., as recommended by the Village's municipal advisor.

6.12 Bond Ratings

The Village will prudently manage the Governmental Funds, and Enterprise Funds if applicable, and attempt to issue and structure debt to help maintain or increase the current bond ratings.

6.13 Bond Insurance

The Village may utilize a municipal bond insurance policy or a debt service reserve surety policy if such a policy provides economic benefits to the Village.

6.14 Lease/Purchase Agreements

The Village may use lease/purchase agreements for capital items when it is cost-efficient and provides for more attractive terms than issuance of bonds or other forms of debt.

6.15 Pension Liability Policy

As provided in the Village Charter, House Bill 1373, the Council may not adopt any compensation plan for municipal employees or officers that incur unfunded liabilities or adopt a defined benefit plan. The Council may only adopt a defined contribution plan.

Section 7 Expenditures and Services

Purpose: The Village will identify services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of those services.

7.1 Purchasing and Vendor Selection

The Village shall maintain policies and procedures to ensure compliance with state laws relating to procurement of goods and services.

It is the policy of the Village that, when the lowest qualified bid is not the sole determining factor for a contract award, the contract shall be awarded to the highest ranked vendor based on merit as determined by a thorough evaluation by a selection committee. Merit factors that can be taken into consideration include qualifications, past experience, quality of team, equipment, scheduling, and proven performance. In accordance with Village code, Village Council approval is required on purchases above the Purchasing Administrator's purchasing limit. After purchasing staff verification that all applicable state laws, purchasing policies, and procedures have been followed, a recommendation for award is made to Village Council by staff.

Please reference the Village's Procurement Policy as adopted by the Village Council.

7.2 Maintenance of Capital Assets

Within the resources available each fiscal year, the Village shall maintain capital assets and infrastructure at a sufficient level to protect the Village's investment, to minimize future replacement and maintenance costs, and to maintain service levels.

7.3 Periodic Program/Service Reviews

The Village Manager and staff shall undertake periodic reviews of Village programs and services for both efficiency and effectiveness. Outsourcing and contracting with other governmental agencies and/or the private sector will be evaluated as alternative approaches to service delivery. Programs or services determined to be inefficient and/or ineffective may be recommended through the annual budget process to be reduced in scope or eliminated.

7.4 Outsourcing of Village Services

The Village provides many municipal services to its citizens covering a wide variety of disciplines. Attempting to perform all of these services in-house could dilute the Village's efficiency and not be cost effective. Two of the management tools utilized by the Village to maximize efficiency and cost effectiveness are outsourcing and managed competition processes. The economic benefits of competition include lower costs and improved quality of performance irrespective of whether a given service is ultimately performed in-house or outsourced.

Section 8 Cash Management and Investments

Purpose: The Village will maintain the Village's cash in such a manner so as to ensure the absolute safety of principal, to meet the liquidity needs of the Village, and to achieve the highest possible yield in compliance section 218.14 of Florida Statutes and the Village's Investment Policy, as adopted by the Village Commission.

8.1 Investment Policy

All aspects of cash/investment management shall be designed to ensure safety and integrity of the Village's financial assets. Cash/Investment management activities shall be conducted in full compliance with prevailing

local, state, and federal regulations. The Village shall review its investment policies on a periodic basis. Please reference the Village's Investment Policy as adopted by the Village Commission.

The Village shall design and establish policies relating to a variety of cash/investment management issues, such as authorized investment institutions and dealers, permissible investments, maturity and liquidity requirements, third party custodial agreements, and such other aspects of the program, which necessitate standard setting in pursuit of appropriate prudence and enhanced protection of assets.

8.2 Investment Strategy

The Village of Coral Springs maintains a consolidated portfolio in which it pools its funds for investment purposes. The Village's investment program seeks to achieve safety of principal, adequate liquidity to meet cash needs, and reasonable yield commensurate with the preservation of principal and liquidity.

8.3 Interest Income

Interest earned from investments shall be distributed to the funds from which the funds were provided.

8.4 Arbitrage Investments and Reporting

The Village's investment position as it relates to arbitrage is as follows: Investments on bond proceeds will be made with safety of principal and liquidity in mind, but with a competitive rate of return. Investment of bond proceeds will be clearly tracked and investment earnings recorded for arbitrage purposes.

8.5 Depository Bank

The Village of Coral Springs will select its official bank depository through a formal bidding process in order to provide the Village with the most comprehensive, flexible, and cost-effective banking services available. Only officials authorized by the Village Commission through the depository contract may open accounts in the name of the Village or its component units.

All checks shall have two signatures. Three people shall be authorized to sign checks: the Village Manager, the Mayor, and the Vice Mayor. Signatures shall be affixed to all Village checks via facsimile signatures and are made with a secure laser check printing system.

8.6 Collateralization of Deposits

Florida Statutes, Chapter 280, Florida Security for Public Deposits Act (the "Act") prescribes the deposit authority of the Village. Deposits whose value exceeds the limits of federal depository insurance are entirely insured or collateralized pursuant to Florida Statutes, Chapter 280. Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral of the depository to be held subject to his or her order. The Treasurer, by rule, shall establish minimum required collateral pledging levels. The pledging level may range from 25% to 200% of the average monthly balance of public deposits depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. The Public Deposit Security Trust Funds have a procedure to allocate and recover losses in the event of default or insolvency. Village policy conforms to state statute.

Section 9 Grants

Purpose: The Village will seek, apply for, and effectively administer federal, state and local grants, which support the Village's current priorities and policy objectives.

9.1 Authority to Apply for Grant Funding

Only the Village Manager or an authorized designee may sign and submit grant applications on behalf of the Village of Estero. Village Council approval is not required in order to apply for a grant.

9.2 Coordination of Grant Policy and Grant Operations

The Village must be able to track and manage grants at all stages of the grants process from funding research through project closeout.

9.3 Acceptance of Grants

All grants award contracts awarded to the village must be reviewed and, if agreeable to the village, accepted in an expeditious manner. Grant award contracts which have a village funding match in excess of \$75,000, or which require the village to indemnify the grantor in excess of prevailing insurance coverages, or which require the village to transfer an interest in village-owned land (other than the granting of a temporary easement) must be approved by the council. All other grant award contracts may be approved by the village manager.

Section 10 Cybersecurity Risk Management

Purpose: The Village will maintain and execute policy and procedures for safeguarding electronic information and systems throughout Estero. These guidelines will protect the rights of citizens and employees and to fully comply with Village policies and with State and Federal laws.

10.1 Information Security Policy

The village council has adopted an information security policy. The village staff is obligated to ensure compliance with council's adopted security policies so as to mitigate the security risk which can be created by unauthorized access, loss, release, destruction, or modification, to/of village electronic systems or data.

Section 11 Performance Management

Purpose: The Village shall create a Strategic Plan that identifies the strategic goals with corresponding key performance indicators (KPI) to help monitor and achieve the strategic goals.

11.1 Establishing Performance Requirements

Annually, each department, along with the Department of Budget and Strategy, shall develop and review existing departmental performance measures that directly support the successful achievement of strategic goals. The KPIs and targets shall measure and track the performance of core processes of the department and should reflect customer needs. The KPIs shall measure performance from one of the following "perspectives" (Measure Types): Impact, Demand, Efficiency and/or Effectiveness.

- **Impact:** Measures the resources being used by a department and/or the impact on the community. (Example: The number of calls responded to by staff and the cost associated to responding to those calls and/or the benefit of having a place for the resident to call).
- **Demand:** Measures the need for a specific service or program. (Example: The total number of incoming calls).
- **Efficiency:** Measures cost efficiency. (Example: Responding to all incoming calls while looking to reduce cost).
- **Effectiveness:** Measures how well an objective is achieved. (Example: The ability to effectively answer all inquiries and respond to all incoming calls).

Department directors along with the Department of Budget and Strategy shall establish performance measures for each division or program within their department to monitor and project program performance. These measures must be linked to the strategic goal(s) they support.

Supervisors shall negotiate fair and aggressive performance measures for each employee that directly support program objectives and departmental KPIs as part of the annual performance review process.

KPIs should have sufficiently aggressive “stretch” targets to ensure continuous improvement.

11.2 Establishing Data Tracking and Reporting Requirements

The Finance Department shall establish reporting frequency and “child measure” data to be tracked within each KPI (Parent Measure). The reporting frequency and child measure data must allow for detailed trend analysis and reporting.

KPIs that track the performance of department and/or division core processes shall be monitored and reported using the most frequent “reporting frequency” available and shall continue to be monitored while the core process is performed by the department and/or division.

11.3 Reporting Performance

Summaries of progress and departmental key performance indicators will be reported as deemed necessary by the Village Manager but will always be included in the annual adopted budget document.

11.4 Decision Making and Analysis

The Village’s strategic/business planning and budgeting decisions are based on a number of advanced statistical, economic, and financial models. The specific tools used include but are not limited to:

- Citizen Surveys—Based on sound statistical sampling methods, a survey of residents and business owners will be conducted to gather widespread customer satisfaction, quality perceptions, and other attitudinal information.
- Citizen Focus Groups and Advisory Boards—Focus groups and advisory boards are teams made up of citizens and Village staff to address specific concerns and strategic priorities.
- Master Planning—Specific functions and processes are included in written plans, such as the Comprehensive Master Plan or the Storm Water Master Plan.
- SWOC Analysis - Strengths, Weaknesses, Opportunities, and Challenges are gathered from staff, Advisory Committee members, and other members of the community.
- Revenue Forecasting Model—Statistical time series analysis and tracking model of major revenue sources.
- Performance Management System—Established data and tracking methods
- Capital Budgeting Tools—Present value payback, net present value analysis, and own/lease analysis.
- Five-Year Financial Plan—Multiyear forecasting of revenues and expenditures.

Section 12 Management Structure and Operating Standards

Purpose: The Village will develop and maintain a management structure and operating standards that adhere to the principles of “government-lite” while providing forward-thinking, efficient, and transparent municipal operations.

12.1 Master Plans

Master Plans are designed to guide the future actions of a community by establishing long-range strategies focused on community development and sustainability. The Village will develop and maintain all statutory Master Plans including those deemed beneficial by the Village Manager or Council.

12.1.1 Capital Improvement Planning (CIP) and Master Plans

Management will adhere to the Village’s financial policies and best practices during the development of master plans to allow for a smoother transition of long-range plans to be implemented and lessen the impact on the CIP and future operating budgets. Subsequently, to adequately guide the fiscal, operating, and land use needs of the community, management should use Master Plans as a framework for capital project requests that go into the CIP.

12.2 Management Structure

The Village governance model reflects the dual priorities of providing daily governance and the nimbleness to act on unique opportunities. The Village will maintain a highly educated and credentialed workforce to meet these unique demands.

12.3 Strategic Principles

The Strategic Principles of the Village:

- Practice outstanding ethics, by guarding against Council, Staff, and Board Member conflict of interest issues.
- Provide exceptional transparency by actively soliciting resident input and proactively distributing meaningful, comprehensible information to the public.
- Cultivate a sense of community by helping residents engage with one another and create a distinct Estero community.
- Preserve operational flexibility by maintaining zero ongoing pension liabilities and a commitment to limited staffing.
- Protect environmental assets by engaging in water quality management and open space preservation.

12.4 Operating Standards

The Operating Standards of the Village:

- Adhere to performance management, by implementing and tracking annual service delivery goals is based on quantifiable performance metrics.
- Coordinate universally strong customer service by working with service delivery partners to ensure all resident interactions are helpful.
- Mandate excellent construction practices by creating high standards for public and private projects and inspecting them with prudence and diligence.

- Maintain superb maintenance by prioritizing upkeep of current Village assets and by requiring such upkeep by private communities and businesses.
- Manage debt accumulation by identifying a specific source of funding in the budget sufficient to pay all debt service related costs.



Village of Estero Financial Responsibility and Management Standards

Kevin Greenville, Finance Director



Background

Historically, Village financial and management policies have been scattered amongst different documents and legislative actions. It is Village management's intent to consolidate all financial and management policies into one comprehensive document. Along with the investment policy ordinance and procurement policy ordinance, these three policies will act as the guiding financial and management documents for the Village.



Purpose

The Management and Financial Policy Statements, adopted through Ordinance by the Village Council, provide guidelines to Village staff in managing the organization and planning finances. Some policy statements are driven by requirements of State law or Village Charter, while others are formally documented through policies and procedures.



Section 1 Accounting Auditing, and Financial Reporting

The Village will establish and maintain the highest standards of accounting practices in conformance with generally accepted accounting principles (GAAP) and comply with all statutory and legal requirements. The village will prepare and present reports that analyze and evaluate the Village's financial condition.



Section 2 Consultants

The Village will employ qualified financial advisors and consultants as needed in the administration and management of the Village's financial functions. These areas include but are not limited to audit services, debt administration, and financial modeling. The Village shall implement evaluation criteria for each financial consultant to ensure the Village receives the highest quality services available.



Section 3 Budget and Long-Range Planning

The Village will establish budget guidelines to encourage and maintain operations under the government-lite approach. These guidelines will allow the budget to serve as the culmination of the Village's annual planning, implementation, and evaluation process. Additionally, a long-range financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.



Section 4 Fund Balances and Reserves

The Village will maintain the fund balance of the various operating funds and related reserves at levels sufficient to protect the Village's creditworthiness as well as its financial position during emergencies or economic fluctuations. Should the budgeted fund balance drop below the minimum identified by the policy below, the Village will establish a plan to replenish the balances to the minimum level in subsequent years.



There are five categories of Fund Balance in all governmental funds, not all will always be present. The categories are defined below:

1. Non-spendable- cannot be spent due to being non-spendable in form or the Village being legally or contractually required to maintain this amount intact. For example, inventories and prepaid amounts are considered non-spendable.
2. Restricted- balances are subject to external restrictions from creditors, grantors, contributors, or laws of other governments.
3. Committed- use of funds is only for specific purposes as determined by Village Council.
4. Assigned- intended use of balances for specific purposes is established by the Village Council or delegated to the Village Manager that is neither restricted or committed and includes the remaining positive balance of all governmental funds.
5. Unassigned- excess funds that have not been classified in the previous four categories for the general fund. This category represents the portion of fund balance which is not obligated or specifically designated and is available for general purposes. Unassigned fund balance would also include deficit residual balances for any governmental funds after reporting amounts as restricted, committed, or assigned fund balances. Deficit amounts cannot be reported for restricted, committed, or assigned fund balances in any fund.



The Village proposes to keep the following reserves:

General Fund Committed Fund Balance – Emergency Reserve: The minimum level for the Emergency Reserve is 50% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

General Fund Committed Fund Balance – Operating Reserve: The minimum level for the Operating Reserve is 20% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

General Fund Assigned Fund Balance – Litigation Reserve: The minimum level for the Litigation Reserve is \$750,000. Given the geographical area is prone to legal challenges, these funds are to be used in the event legal action is taken, or, conversely, in an instance where the Village seeks a legal remedy to protect the public interest.

General Fund Assigned Fund Balance – Major Road Maintenance Reserve: The Major Road Maintenance Reserve was established in fiscal year 2019-2020 with an initial contribution of \$300,000 with 3% annual growth adjustments, unless directed otherwise by supermajority Council approval of an Ordinance amendment.



Section 5 Capital Expenditures and Improvements

The Village will review and monitor the state of the Village's capital equipment and infrastructure annually, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.



Section6 Debt

The Village will establish guidelines for debt financing that will provide needed facilities, land, capital equipment and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.



Section 7 Expenditures and Services

The Village will identify services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of those services.



Section 8 Cash Management and Investments

The Village will maintain the Village's cash in such a manner so as to ensure the absolute safety of principal, to meet the liquidity needs of the Village, and to achieve the highest possible yield in compliance section 218.14 of Florida Statutes and the Village's Investment Policy, as adopted by the Village Commission.



Section 9 Grants

The Village will seek, apply for, and effectively administer federal, state and local grants, which support the Village's current priorities and policy objectives.



Section 10 Cybersecurity Risk Management

The Village will seek, apply for, and effectively administer federal, state and local grants, which support the Village's current priorities and policy objectives.



Section 11 Performance Management

The Village shall create a Strategic Plan that identifies the strategic goals with corresponding key performance indicators (KPI) to help monitor and achieve the strategic goals.



Section 12 Management Structure and Operating Standards

The Village will develop and maintain a management structure and operating standards that adhere to the principles of “government-lite” while providing forward-thinking, efficient, and transparent municipal operations.



QUESTIONS?

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 20, 2024

Agenda Item:

Approval of Ordinance No. 2024-02 regarding Village procurement policies.

Motion to adopt Ordinance No. 2024-02.

Background:

At its meeting on January 24th 2024, the Village Council asked the Village Attorney to review the Village Code and to periodically bring back recommended revisions to remove or revise any outdated, preempted or lawfully questionable provisions, and to incorporate best practices as to the governmental/regulatory functions the Village performs.

The Village Attorney has reviewed the Village's procurement code, and has drafted the attached Ordinance 2024-02 recommending revisions to the current code. With respect to issues in the current code:

- One of the primary deficiencies of the current code is that it requires "competitive bidding" for purchases exceeding \$10,000. However, many procurement events are for services which do not lend themselves to "bidding" (which seeks the lowest responsive, responsible bidder), but rather require a Request for Proposals, Invitation to Negotiate, or similar procurement method (allowing for the consideration of qualifications, availability, and other factors apart from just cost).
- Further, the current code's delegated procurement authority to the Manager of up to \$50,000, which dates to the Village's incorporation, has become an unrealistically low amount, particularly given inflation and the much higher delegated authorities municipal heads in the region have.
- The current code requires a public bid opening and reading of all bids, which adds a cost and complexity to Village procedures not required outside of public construction projects.

- Most modern procurement codes provide for a list of commodities or services which, by their nature, are not subject to competitive solicitation. The current code does provide for such exemptions, but it is significantly limited. Therefore, Village staff are compelled to either wait to seek Council's approval to waive competition, or to draft and publish solicitations knowing either that there is no competitive market for the commodity or service, or that a vendor's superior qualifications should prevail.

The draft Ordinance provides for a more comprehensive set of clear rules related to the Village's procurement function. It maintains the Village's ability to have flexible procurement options, while also ensuring the parameters of current applicable statutes are incorporated. The Ordinance creates a new procurement code which:

- The ordinance provides for definitions for terms used in the code.
- A more detailed list of commodities and services which are exempt from the solicitation process is set forth.
- Three categories of procurement are established which require progressively more detailed or formal procedures. Council approval will be required as to all transactions at or exceeding \$75,000.
- Formal rules are provided related to the Manager's authority to make emergency purchases.
- The role and core function of the designated procurement official is established.
- Minimum solicitation requirements are provided to ensure vendors understand what the Village is soliciting and core requirements vendors will be required to adhere to should they be selected.
- The village's right to terminate all solicitations is formally set forth.
- A new section on source selection is created to set forth the options the Village has related to procurements.
- The process of waiver of competition is formalized.

- The unique rules applicable to construction and engineering services acquisition are set forth to ensure staff takes those requirements into account during the procurement process.
- Rules and procedures related to using a sole source provider are clarified.
- A new provision requiring vendors to comply with applicable public records laws is provided.
- A new provision has been added to clearly place the burden on vendors to ensure they do not submit trade secret documents or, if they do, that they mark information in advance, so the Village does not inadvertently release such information.
- A new provision on ethical conduct in the procurement function has been inserted which is designed to ensure employees take great care to always perform the procurement function in an ethical manner.
- A new provision on vendor conflicts of interest has been inserted, which will make it easier to suspend or debar vendors found to have conflicts.
- A formal anti-lobbying provision has been provided to ensure vendors do not attempt to circumvent the competitive process by approaching Village officials not involved in the procurement.
- Formal rules regarding how a vendor may protest a procurement decision, and the limits of the nature of such a protest, is provided.
- Formal authority for the Village staff to suspend or debar a vendor is provided.

The Village's finance staff have reviewed the provisions of the Ordinance, have provided their desired revisions and comments, and are supportive of the Ordinance's adoption.

Action Requested:

Motion to adopt Ordinance No. 2024-02.

Process and Timeline:

Page 3 of 4

If adopted, the Ordinance will take effect immediately.

Financial Impact:

The Ordinance brings the Village's procurement rules in line with procurement best practices and existing statutes, and improves the efficiency of the Village's procurement function. Therefore, there is no fiscal impact related to the Ordinance's adoption.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Ordinance No. 2024-02

ORDINANCE NO. 2024 - 02

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING DIVISION 3 OF ARTICLE IV OF CHAPTER 2 OF THE VILLAGE CODE REGARDING VILLAGE PROCUREMENT METHODS AND PROCEDURES; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Division 3 of Article IV of Chapter 2 of the Village Code addresses the Village's procurement functions; and

WHEREAS, these procurement rules were adopted by Ordinance 2015-06 and have not been revised since that time; and

WHEREAS, as the Village has grown and developed as a municipality, its procurement activities have become more frequent and complex; and

WHEREAS, the Village Attorney has examined the current procurement code and has recommended the revisions to that code as are set forth in this Ordinance so as to bring the Village's procurement rules in line with current state law and public procurement best practices; and

WHEREAS, the provisions in this Ordinance are in the best interests of the Village and its residents and business community.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Division 3 of Article IV (Finance) of Chapter 2 (Administration) of the Village Code is hereby amended as follows:

DIVISION 3. – PROCUREMENTPURCHASING

Sec. 2-170. – Title and purpose.

This division shall be known and may be cited as the Estero procurement code. The purpose of this division is to provide for the fair and equitable treatment of all persons involved in public procurement activities of the village, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

Sec. 2-171. – Application.

- (a) This division applies to solicitations and contracts entered into for the purchase of goods, services, and construction. Unless otherwise expressly provided, any subsequent amendment to the procurement code shall only apply to solicitations and contracts issued or entered by the village after the effective date of such amendment.
- (b) This division is to be construed in a manner consistent with any applicable provision of the general and special laws of the state and shall not apply to the extent any provision is in conflict therewith, provided, however, the provisions of this division may supersede such general or special law where the general or special law permits such an application or interpretation.
- (c) Except as provided in this division, it shall be unlawful for any employee to order the purchase of, or make a commitment to purchase goods or services other than through the provisions of this division.

Sec. 2-172. – Definitions.

The following words, terms, and phrases shall have the meanings ascribed to them in this division except where the context clearly indicates a different meaning:

Bid means an offer by a bidder to provide materials or to perform specified work under specified conditions for a specified price. Bids may be written or electronic, and may, in the village's sole discretion, require contemporaneous submission of a bid bond. Bids must not contain any exceptions or conditions which would preclude the village from accepting the bid and forming a contract. Conditional bids shall be deemed non-responsive.

Bidder means any business that offers materials or services to the village for a given price and specified terms. The term shall include offerors and respondents to solicitations or request for quotes.

Business means any sole proprietor, corporation, partnership, joint venture or other entity that is duly licensed, if required, and authorized to transact business in the state.

Change order means any adjustment to the original quantities or scope of work of a solicited material or service.

Emergency means a state of emergency as declared under the provisions of article II of chapter 10 of the village code, or as declared by the Lee County Commission, the Governor of the State of Florida, or the President of the United States.

Materials/goods/commodities means and includes anything that is a tangible product, including but not limited to vehicles, food, computers, computer software, and lumber. The term does not include services.

Purchase order means a document issued by the procurement official that memorializes the village's acceptance of a quote or bid for the provision of goods or services. A purchase order sets forth the descriptions, quantities, prices, discounts, payment terms, date(s) of performance or shipment, and any other other associated terms and conditions, and will identify the vendor. Purchase orders may be in either paper or electronic form, and may contain standard terms and conditions which may be incorporated by reference in village solicitation documents. Businesses submitting bids, quotes, or other offers to the village are deemed to have reviewed the village's standard purchase order terms and conditions. Unless the village elects to contract with a business by way of a stand-alone contract, the purchase order's standard terms and conditions shall be deemed to have been accepted by such businesses as evidenced by the submission of a quote or bid.

Quote means a flat or unit price provided by a business for any service or material being sought by the village where a formal procurement method is not being used. For purposes of this section, it shall also mean a price list, publicly advertised price, web-based price list, or any other means by which the business communicates its prices to potential customers. Quotes may be provided to village staff verbally, in writing or via electronic means. In the event village procurement staff obtain verbal quotes, they shall keep a record of the quotes received.

Responsible vendor means a vendor which is fully capable to meet all of the requirements of the village's solicitation standards and requirements, and the obligations as may be set forth in the village's purchase order terms and conditions or proposed alternative form of contract. A responsible vendor must possess the full capability, including financial, legal, logistical and technical, to perform as contractually required, and be able to fully document the ability to provide good faith performance. The village's assessment of vendor responsibility will include consideration of all relevant information bearing on a vendor's qualifications, including the historical performance record of the vendor and the vendor's named subcontractors or proposed partners, past performance of similar work or provision of similar commodities or services to the village, the vendor's experience on similar projects, the vendor's references, potential conflicts of interest based on existing business or contractual relationships, the vendor's history of having been suspended or debarred by any governmental agency, whether the vendor has been sued for breach of contract or criminally charged for fraud, bribery, collusion, or similar public corruption crimes, within the prior three years. Vendor responsibility shall be determined in the village's sole judgment.

Responsive vendor means a vendor which has submitted a response to a village solicitation which fully conforms in all material respects to all of the solicitation's specifications and requirements, including providing responses to each question or request for information, and the provision of any supplemental documents, forms, bonds, proof of insurance, or other records or materials required by the solicitation to be included in the response.

Sealed competitive bid means a bid, containing the bidder's offered price and terms, submitted to the village in response to an invitation to bid process, whereby all responses remain sealed until a specific date and time, after which no more bids may be received, and the bids received are then opened for tabulation and evaluation for bidder responsibility and bid responsiveness.

Service means intangible labor products including but not limited to accounting, cleaning, consultancy, engineering, and maintenance.

Solicitation means the act of obtaining firm prices for goods or services, and/or proposals or qualifications from businesses to address the operational needs of the village. A solicitation may include informal requests for price quotes, or the formal issuance of an invitation to bid (ITB), request for proposal (RFP), invitation to negotiate (ITN), request for qualifications (RFQ), or any other form of competitive solicitation the village may use when seeking to acquire goods or services.

Specifications means any description of a good's physical or functional characteristics, or the nature of materials or services being solicited. The term may include a description of equipment performance or characteristics, the quality, origin or functionality of goods, the means and methods of the provision of services, engineered drawings or construction plans, warranty requirements, as well as any requirements for inspecting, testing, or preparing a good or service for delivery.

Sec. 2-173. Exemptions.

(a) This division does not govern procurement of the following:

- (1) Inter-governmental agreements entered pursuant to Florida Statutes § 163.01;
- (2) Purchases made with the proceeds from any grant, gift, bequest, or donation to the extent the application of this division would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation;
- (3) Payment of dues and memberships in trade or professional organizations, professional licenses, and trade publications;
- (4) Subscriptions to periodicals and newspapers;
- (5) Acquisition of real property by easement, lease, license or purchase;
- (6) Acquisition of legal advertisements, postage, shipping, and courier services;
- (7) Acquisition of the services of law firms or other outside counsel for any reason, nor to expert witnesses, appraisal services, trial consultants or similar persons of firms deemed by the village council as necessary to address the village's legal needs. Such firms or persons shall be selected by the council or, when authorized by council, the village manager or village attorney;
- (8) Water, sewer, gas, electrical, and other utility services;
- (9) Funds expended by the village in the form of grants to non-profit entities performing economic development, social services, or serving similar public purposes;

- (10) Fees and costs incurred in authorized professional development activities including registration, lodging, travel and meal costs to attend trade or professional seminars, trainings and conferences;
- (11) Purchase of insurance brokerage service and related policies to protect the property and other interests of the village;
- (12) Any purchase governed by explicit provisions of general law, village code or other council resolutions unless the solicitation indicates the applicability of this division, and then this division shall apply only to the extent set out in the solicitation;
- (13) Lobbyist services;
- (14) Professional medical services;
- (15) Professional services required for the issuance of village bonds and village investments related thereto;
- (16) Procurement of music ensembles (bands), artists, and other entertainment providers associated with village sponsored events;
- (17) Acquisition of items purchased for resale to the public;
- (18) Certified public accountants (except for auditing services as set forth in Florida Statutes § 218.391);
- (19) Employment agreements for persons to be regular or short-term employees of the village;
- (20) Funds to acquire instructional materials or copyrighted materials being purchased from the owner of the copyright;
- (21) Owner-direct purchases of construction materials included in the scope of an awarded construction contract in order to realize sales tax savings, in accordance with Florida Statutes § 212.08(6) and Florida Administrative Code Rule 12A-1.094.
- (22) Real property appraisal services;
- (23) Abstracts and academic research;
- (24) Expenses related to existing agreements to maintain or service proprietary equipment or software previously acquired by the village;
- (25) Consulting services related to the management of village operations, initiatives or programs;

(26) Consulting services related to financial planning, financial management, or financial policy and program development;

(27) Sale, conveyance or other disposition of real property owned by the village, or disposition of any interest therein including the granting of an easement, lease or license, as well as services for real property title abstracts or title insurance related to such conveyances.

(b) Notwithstanding the foregoing, with the exception of the acquisition of utility services with rates established by the Florida Public Service Commission, a contract for the purchase of goods or services exempted in this section must be approved by the council if the resulting contract is for an amount which requires council approval as provided for in this division.

Sec. 2-174. – Procurement categories.

(a) Purchases of goods or services shall be made in accordance with the following threshold amounts and processes:

(1) Category One (direct purchase): \$0.01 to \$9,999.99.

a. The procurement official is authorized to procure with budgeted funds a good or service with a delivered value less than \$10,000.00 without competition. Notwithstanding this authorization, the procurement official shall act with fiscal responsibility and in the best interest of the village.

b. If a purchase under this subsection is not accomplished through the use of a standard village contract or standard terms set forth in a village-approved purchase order, the procurement official must examine the vendor's contract terms (including contract terms set forth by way of online links incorporated by reference) to ensure such terms are acceptable to the village.

c. While the acquisition of small dollar commodities or services do not usually carry significant risk of loss, to the extent the nature of the commodities or services being acquired under this subsection or subsection (2) below may generate a significant risk of loss, the procurement official must first consult with the appropriate village insurance and risk management providers to ascertain whether there is a need to require the vendor to provide enhanced insurance coverage.

d. Single purchases or contracts shall not be broken down to lesser amounts to avoid the requirements of competitive solicitation set forth in subsections (a)(2) and (3) below.

(2) Category Two (informal purchase): \$10,000.00 to \$74,999.99.

- a. Three quotes must be solicited from vendors prior to a request for purchase order or contract. Such quotes must be solicited by the procurement official or, if by department staff, reviewed by the procurement official.
- b. Purchases shall not be completed prior to a purchase order being issued by the village's procurement official or a separate contract is approved by the parties.
- c. The manager may reduce the minimum number of quotes required if it is shown that the party requesting the purchase made a concerted effort to obtain quotes, but due to lack of market response was not able to obtain the minimum required quotes.
- d. Nothing herein shall preclude the village manager from requiring the use of a formal competitive solicitation process for purchases within this category if the manager determines doing so would be in the village's best interests.

(3) Category Three (formal procurement): \$75,000.00 and greater.

- a. A formal solicitation must be approved by the procurement official and issued for the acquisition of goods or services within this category. Where the selection will be made based on the lowest price submitted by a responsive, responsible vendor, an ITB seeking sealed bids shall be used. Where the selection will be made based on vendor qualifications or experience as well as price, a RFP or similar alternative solicitation method may be used.
- b. The solicitation shall include the detailed specifications and instructions to vendors as to how to respond. The solicitation document shall be approved by the procurement official prior to being issued, and shall state the dates of all relevant solicitation events including pre-submission conferences, deadlines for submission of vendor questions, method of posting responses to vendor questions, process for evaluation of bids, proposals or other submissions, and the expected award date.
- c. Procurements under this subsection shall be accomplished by use of a village approved purchase order form or an alternative form of agreement approved by the village attorney.

(b) The village manager is authorized to approve contracts within categories one and two to be paid from available budgeted funds without further action of the village council. The council must approve all non-emergency category three procurement agreements.

(c) The categories established in this section may be periodically reviewed by the council and revised to address the effects of inflation or the operational needs of the village.

Sec. 2-175. – Emergency procurement.

Subject to requirements of chapter 10 (emergency management) of the code, emergency purchases may be made from any unencumbered funding source as follows:

(a) In the event of a federal, state, or local declaration of emergency, normal procurement procedures and requirements shall be suspended, and the following procedures shall apply:

(1) The village manager shall be authorized to make any purchases she or he finds necessary to the continued operations of the village.

(2) If the cost of any purchase would have normally fallen within Category Five, a report of such purchases shall be made to the council at the earliest available council meeting after the emergency subsides.

(3) Waiver of purchasing procedures shall only pertain to purchases related to the emergency and associated restoration operations. At the time the declaration of emergency is lifted, normal purchasing procedures will resume.

(b) In the event of a situation which does not rise to the level of a declaration of emergency, but which the manager determines is likely to have a detrimental impact on the safety of citizens or the operations of the village if not rectified immediately:

(1) The manager shall be authorized to make purchases he finds necessary to alleviate the safety or operational issue.

(2) If the cost of any purchase would have normally fallen within Category Five, a full report of such purchases shall be made to the council at the earliest available commission meeting after the emergency subsides.

(3) Such purchases are limited to those directly associated with the specific issue or risk.

Sec. 2-1765. -- Procurement officialurchasing agent.

The ~~V~~village ~~m~~Manager is hereby designated as the village's procurement official. The manager may designate one or more village employees to perform the functions of procurement official with respect to any village procurement activities or matters. ~~or the Manager's designee shall be the chief purchasing agent of the Village. The procurement official shall be the primary point of contact for all current or prospective village vendors. The procurement official shall, with assistance from the village attorney as needed, be responsible for ensuring the village's solicitation and contract forms and procedures are in compliance with all applicable state and federal laws, village codes, and public procurement best practices.~~ purchasing agent shall contract for, purchase, store and distribute all supplies, materials and equipment required by any office, department or agency of the Village the purchasing agent shall establish and enforce specifications, inspect or supervise the inspection of all deliveries and have full and complete charge of, and be responsible for, all supplies, materials, and equipment purchased for or belonging to the Village.

Sec. 2-177. – Minimum solicitation requirements.

Solicitations shall include product specification, service performance requirements, and other information sufficient to allow vendors to successfully respond to such solicitations. Solicitations shall also inform vendors of the non-negotiable contractual terms and conditions the village will require the successful vendor to accept upon award. Such terms and conditions may be set forth in the solicitation or incorporated by reference. Notwithstanding any provision in a solicitation to the contrary, responding vendors shall, upon award, be required to comply with all provisions of this division. Solicitations shall incorporate, directly or by reference to, the standards and conditions upon which the responses will be evaluated and selected, and, in solicitations for other than sealed bids, shall include the manner in which negotiations shall be conducted.

Sec. 2-178. – Cancellation of solicitations.

An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids, proposals or offers may be rejected in whole or in part, when it is for good cause and in the best interests of the village. The reasons therefor shall be made part of the village's files. Each solicitation issued by the village shall state that the solicitation may be canceled and that any bid, proposal, or offer may be rejected in whole or in part when the village determines, in its sole discretion, doing so is in the village's best interests. Notice of cancellation/rejection shall be published or posted in the same manner as notice of the solicitation. The notice shall identify the solicitation, explain the reason for cancellation or rejection and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar items.

Sec. 2-179. - Source selection and waiver of competition.

- (a) The methods and policies governing the selection of sources shall be those established in this division, or by administrative procedures and standards approved by the manager, and may include, but shall not be limited to, competitive sealed bids, proposals, requests for qualifications, invitations to negotiate, proposals submitted for competitive negotiation, proposals for designated professional services, noncompetitive purchases, purchases with limited competition, emergency purchases, sole source purchases, piggyback and cooperative purchases, and any adopted exceptions to the competitive selection procedure.
- (b) Where not otherwise prohibited by law, the manager (council for category 3 contracts) is authorized to provide for the limited or complete waiver of competitive source selection policies and procedures upon a determination that the likely, non-speculative cost of competitive purchasing would exceed any potential savings and benefit to the village, or upon a determination that the acquisition of the goods or services should be provided by a unique source or provider based upon particular skills and expertise. Recommendations by village staff to the manager or council for all such determinations shall be made in writing by the procurement official or relevant department director. In the event emergency conditions prohibit the convening of the council to grant a waiver of competition as to category 5 level purchases, the manager is authorized to approve of such a waiver.

Procurement waivers which otherwise would have required council approval must be ratified by the council at its first regular meeting after the waiver has occurred.

Sec. 2-180. – Construction contracts.

- (a) If a contract for construction of buildings or infrastructure is estimated, in accordance with generally accepted cost accounting principles, to cost more than the threshold amounts set forth in Florida Statutes § 255.20, such contract shall be competitively awarded to a licensed contractor fully legally authorized to conduct business in the state by use of the competitive solicitation rules set forth in that statute.
- (b) The selection procedures shall be consistent with this division and any administrative procurement procedures adopted by the manager. In addition to such other solicitation publication methods used by the village, construction projects projected to cost more than \$200,000 must be advertised in the manner set forth in Florida Statutes § 255.0525(2)-(5).
- (c) Projects shall not be divided so as to evade the threshold amounts listed in Florida Statutes § 255.20. Unless otherwise defined by law, as used in that subsection, the term “project” shall not include those portions of multiyear capital improvement projects not funded beyond the current fiscal year. The term shall also not include any series of construction activities on a new or existing village facility which, if aggregated, would exceed the threshold amounts, but which were not undertaken contemporaneously with each other, were not part of an overall coordinated construction or renovation effort, and which were not performed under the same construction permit.

Sec. 2-181. – Certain professional services.

- (a) Unless prevented from doing so based on a valid public emergency, when the village procures architecture, professional engineering, landscape architecture, or registered surveying and mapping services, it shall, when such services must be procured for a project the basic construction cost of which is estimated by the village to exceed the category five threshold amount, or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in category two, as those categories are set forth in Florida Statutes § 287.017, engage in the competitive solicitation process set forth in Florida Statutes § 287.055.
- (b) Nothing in subsection (a) above shall be construed to prohibit a continuing contract, as defined by Florida Statutes § 287.055(2)(g), between an architecture, professional engineering, landscape architecture, or registered surveying and mapping services firm and the village.

Sec. 2-182. – Design-build procedures.

- (a) Public announcement. The village shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of public emergencies. The advertisement shall include a general description of the project and shall

indicate how, and the time within which, interested design-build firms may apply for consideration.

(b) *Legal qualification.* Any firm or individual desiring to provide design-build services to the village must first be determined legally qualified. To be legally qualified:

(1) Firms must be properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent;

(2) Firms must be properly certified to practice or to offer to practice engineering, architecture, or landscape architecture; and

(3) The firm shall be duly qualified to perform its proposed service under any other applicable law.

(c) *Selection committee.* A selection committee appointed by the village manager which shall be used to evaluate and rank the design-build firms and their responses for recommendation to the manager or council depending on procurement category.

(d) *Solicitation.* The procurement official shall develop a request for proposals to solicit proposals from interested, qualified design-build firms. Except as otherwise provided in Florida Statutes § 287.055(9)(c), with the use of a qualifications-based selection process, the RFP shall contain as a minimum the following:

(1) The design criteria package defined in Florida Statutes § 287.055(2)(j).

(2) The criteria, procedures, and standards for the evaluation of design-build contract proposals, based on price, technical and design aspects of the public construction project, weighted for the subject.

(3) Requirements for determining qualifications of firms proposing, such as license, list of subcontractors, architect and engineer, and references.

(4) Terms and conditions of proposed agreement.

(5) Other items as required by procedures, laws, ordinances, or prevailing circumstances.

(e) *Selection.*

(1) All information required by the RFP shall be submitted in a sealed manner (which may include sealed envelope if the submission is required to be in that form or via an online proposal submission system if the village requires submission in that manner). Except as otherwise provided in Florida Statutes § 287.055(9)(c), with the use of a qualifications-based selection process, all proposed designs and price proposals shall be submitted separately via the same sealed submission process, with the design and

price proposals opened and considered by the selection committee for shortlisted firms only.

(2) The selection committee shall review all proposals (except the separately-submitted proposed designs and price proposals) and shall create a shortlist of no less than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof. In evaluating the proposals and preparing the shortlist, the committee shall consult with the design criteria professional concerning the evaluation of the responses submitted by the design-build firms. Once the committee has shortlisted, except as otherwise provided in Florida Statutes § 287.055(9)(c), with the use of a qualifications-based selection process, the committee shall open the separate envelopes containing the proposed design solutions and the price submitted by the shortlisted firms. The committee shall then rank the shortlisted firms based upon the evaluation criteria and procedures set forth within the request for proposal. The committee may, if necessary, require verbal presentations from all firms in order that the qualifications and/or proposals may be clarified.

(3) After the committee has ranked the shortlisted firms based upon the award criteria set forth within the request for proposal, the ranking shall be presented to the council which may approve, disapprove or request modifications to the recommended rankings be brought back at a subsequent meeting. Following the ranking by the council, the village's procurement official (assisted as needed by relevant village staff and professional consultants) shall attempt to negotiate a contract within the parameters of the design criteria package or the results of the qualifications-based selection process and in accordance with council's ranking.

(f) Contract.

(1) Under the oversight of the village manager, the procurement official (assisted as needed by relevant village staff and professional consultants) shall negotiate a design-build contract at a price which the manager determines is fair, competitive and reasonable. If the village is unable to negotiate a satisfactory contract with the first ranked firm, then it shall formally terminate negotiations with such firm and then undertake negotiations with the second ranked firm and shall continue this process until a satisfactory contract is negotiated.

(2) The contract negotiated by the staff shall be submitted to the council for consideration and approval.

(g) Public emergencies. If a public emergency is declared and a design-build procurement must proceed during such emergency, a negotiating committee may be formed by the manager and authorized to negotiate with the best qualified design-build firm available at that time for the design and construction of a capital project. To the extent practical, the village shall solicit letters of interest in order to determine the best qualified design-build

firm available at the time. The contract negotiated by such committee shall be subject to ratification by the council.

(h) *Conflict between procedure and law.* In the event Florida Statutes § 287.055 is subsequently amended such that its requirements conflict with the provisions of this procedure, the provisions of the statute shall prevail, and the village manager or village attorney shall make such recommendations for revision to these procedures as to conform them to the law.

Sec. 2-183. – Sole source procurement.

(a) *Commodities or contractual services.* Commodities or contractual services available only from a single source may be excepted from any otherwise applicable solicitation requirements provided in this division. When the village believes that desired commodities or contractual services are available only from a single source, the procurement official shall electronically post a description of the commodities or contractual services sought for a period of at least five (5) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Posting shall not be required for desired commodities or contractual services for category I purchases. If it is determined in writing by the procurement official after reviewing all relevant information, including information received from prospective vendors as a result of a required posting, that the commodities or contractual services are in fact available only from a single source, the village may enter into a sole source agreement.

(b) *Construction materials.* In any case where the village seeks to purchase materials for the construction, modification, alteration, or repair of any village-owned facility from a sole source, the council must first make the written findings required by Florida Statutes § 255.04.

Sec. 2-184. - Cooperative procurement, piggybacking.

(a) *Cooperative procurement.* Unless otherwise prohibited by law or grant agreement terms, the procurement official is authorized to negotiate with other public procurement officials for the conduct of a joint procurement on behalf of each participating public agency where, in the judgment of the village manager, doing so would leverage the benefits of volume purchases, create clear delivery and/or supply chain advantages, and/or create a demonstrable and substantial reduction of administrative time and expense. Examples of cooperative procurement events can include joint solicitations or use of a third-party aggregator or broker.

(b) *Piggybacking.*

(1) In any agreement for the acquisition of goods or services between the village and a vendor which has resulted from a competitive solicitation process, such agreement may be utilized by other public agencies to acquire the same goods or services, on condition

that the contracting vendor consents to enter into a piggyback agreement with such other public agencies. In such instances, the village shall not be a party to such agreements.

- (2) The procurement official is authorized to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process. Purchases made in this manner should not substantially differ in specification, scope, quality or price from the terms of the initial agreement. The piggybacking agreement must be consistent with the parameters, requirements, and restrictions of the initial agreement. In the event the initial agreement provides for options to extend or renew, the village may exercise such rights irrespective of whether the original public agency exercises such rights.

Sec. 2-185. – Public records compliance.

Pursuant to Florida Statutes, Section 119.0701, in any agreement entered into by the village wherein the contractor is acting on behalf of the village, the contractor must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the village in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the village would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the village all public records in possession of contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the village in a format that is compatible with the village's information technology systems.

Sec. 2-186. – Trade secrets.

- (a) Florida law provides that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure.
- (b) Upon receipt of a response to a procurement solicitation, the village will not be aware that a bid, proposal, or other response contains such information. Therefore, bidders, proposers or other persons or entities responding to village solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. The mere designation of an entire submission as

“confidential” will be insufficient to comply with this requirement. Absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

(c) While the village will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the village, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under Florida’s Public Records Act.

(d) In the event any record designated as a trade secret is requested under the Act, the procurement official will consult with the village attorney and, if the village attorney agrees with the designation, the village will assert the exemption and redact the relevant materials. If the village attorney disagrees with the designation, the bidder, proposer or responder may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information.

Sec. 2-187. Unauthorized purchases, ethical conduct, sanctions.

(a) Prohibition. Except as provided in this division, it shall be a violation of this division for any village officer, employee, or other person, to knowingly and willingly order the purchase of any goods, or make any contract for goods or services, sell, trade or dispose of material within the purview of this division in the name of or on behalf of the village, except as provided by policies of the council and any administrative procurement procedures promulgated by the village manager, and the village shall not be bound by any purchase order or contract made contrary to this division.

(b) Ethical conduct and sanctions. In addition to any sanctions provided for in the village’s personnel policies or sections of this division, any village employee who violates subsection (a) above, or any statute concerning ethical conduct in procurement may, when found by the village manager to have committed such violation, be required to forfeit all or any part of any accrued leave balances he/she may otherwise have as of the date the violation is confirmed. In determining whether such forfeiture shall be required, the manager shall consider the nature and severity of the offense, the relative financial or legal harm to the village, the employee’s prior disciplinary record, and whether the employee was in a managerial or special trust position.

Sec. 2-188. – Conflicts of interest.

(a) Prohibiting contracts where conflicts are found to exist. The village shall not engage in contracts with consultants or professionals whose prior record, work history, and experience indicate ongoing business relationships that may be substantially in conflict with the duties and services that will be required by the village.

(b) Standards and regulations for the determination of potential conflicting contractual obligations. The village manager or designee is authorized to develop standards and regulations for the prospective determination of potential conflicting contractual obligations that may impair the performance of the professionals or consultants solicited by the village. The standards and regulations shall set forth appropriate requirements based upon the nature and scope of the services that are to be procured and shall be narrowly tailored so as to not unduly restrict competition, while assuring the village of undivided loyalty and services of the highest quality. The standards and regulations may require, but shall not be limited to, the inclusion of the following in a request for proposals, invitation for bids, announcement or other solicitation or contract for professional or consulting services:

(1) An affidavit providing that the professional or consultant is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the professional to maintain an adversarial role against the village or that will impair or influence the advice or recommendations provided to the village;

(2) The disclosure of all potentially conflicting contractual relationships and the full disclosure of contractual relationships deemed to raise a serious question of conflicts.

(c) Consequences for violation of ethical standards. In addition to any other penalty or consequence provided for in law or this division, any professional or consultant submitting false information to or on behalf of the village, disclosing or releasing information concerning an actual or planned procurement activity which information is deemed confidential, or is otherwise not known to the general public, or otherwise repeatedly failing to comply with the village's ethical standards and regulations, shall be deemed to be in violation of this division and shall be subject to prosecution, state ethics complaints, reporting to professional or licensing authorities, contract cancellation, suspension and/or debarment, as the village deems appropriate.

(d) Professional or consultant defined. Professional or consultant as used in this section shall be deemed to include those contractors who, as individuals or duly organized business entities, have been or will be retained by the village for the purpose of providing recommendations or advice related to planning level or policy level decisions, or who will be engaged in the collection of data or research that will provide the basis for such decisions or future plans and actions of the village, as well as those who will be retained to supervise and monitor the performance of contractors or subcontractors of any nature.

Sec. 2-189. Lobbying limitations.

After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss, either in person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any village officers, agents or employees (including the village council and village manager) other than the purchasing agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the

designated purchasing agent or procurement official. This prohibition includes copying such persons on written communications with the purchasing agent, but does not apply to presentations made to evaluation committees or at a council meeting where the council is considering approval of a proposed contract. The prohibition ends upon execution of the final contract or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the council directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. Failure of businesses seeking to conduct business with the village to strictly adhere to this section will result in the offender's bid, proposal or response being disqualified from further consideration, and may also result in the suspension or debarment of the offending business.

Sec. 2-190. – Prohibition against award to certain persons or entities.

No person or business entity shall be awarded a contract by the village for the provision of commodities or services if that person or entity:

- (a) Has been convicted of bribery or attempting to bribe a public officer or employee of the village, or any other public entity, including but not limited to the Government of the United States, any state, or any local government authority in the United States; or
- (b) Has been convicted of a conspiracy or collusion among prospective offerors in restraint of freedom of competition, by agreement to offer a fixed price, or otherwise; or
- (c) Has been convicted of a violation of an environmental law that, in the reasonable opinion of the village manager, establishes reasonable grounds to believe the person or business entity will not conduct business in an environmentally responsible manner; or
- (d) Has made an admission of guilt of such conduct described in subsections (a), (b) or (c) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution, but which results in adjudication being withheld.

Sec. 2-191. – Protests.

- (a) Purpose and intent. The purpose of this section is to provide an expedient administrative remedy for those participating in the village's procurement process. The proceedings under this section are not intended to be, and shall not be interpreted as judicial or quasi-judicial, unless otherwise clearly specified. It is not the intent of the village to provide any rights to protesters not otherwise required by law. Rather, the village's intent in creating a process for administrative review of solicitation award protests is to allow for legal or procedural errors in the solicitation process to be raised for the benefit of the taxpayers. Successful participation in any protest review does not ensure an award of a contract, and the village expressly reserves all rights it has under law.
- (b) Opportunity to protest. Any actual bidder, proposer, or solicitation responder (protestor) who is aggrieved in connection with a notice of intent to award a contract, where such

grievance is asserted to be the result of a violation of the requirements of this procurement code or any applicable provision of law by the officers, agents, or employees of the village, or by the successful bidder, proposer or responding business, may file a protest with the procurement official. The protest process may only be used as a result of a formal solicitation. The process may not be used where the method of procurement is informal quote solicitations, or where a non-competitive procurement method such as piggybacking is used.

(c) Protest procedure and requirements.

(1) The protest shall be made in writing and filed with the village clerk by 4:00 p.m. on the fifth business day following the date of the electronic posting of the notice of intent to award or, if no notice of intent is issued, then following the date the protestor is informed of the award. A protest is considered filed when the village clerk is provided a copy of the protest by mail or courier service. A protest may not be sent via text or email. Failure to file a written protest within the time period specified shall constitute a waiver of the opportunity to protest.

(2) The written protest must be signed by an authorized officer of the protestor (sales agents or legal counsel are not authorized to sign protests), and shall identify the protesting party and the solicitation involved. Protests must include a specific detailed factual statement of the grounds on which the protest is based and shall cite the applicable statutes, laws, ordinances or other legal authorities which the protestor deems applicable to the grounds for the protest. Every basis for protest must be set forth in the protest. If a basis for protest is not included in the written protest, the protestor may not subsequently add the omitted basis to the protest. A protest which does not contain all of the content set forth above shall be deemed non-compliant and will not be processed.

(3) The protest shall not include challenges to the procedural solicitation requirements, chosen procurement method, the minimum qualifications, the scope of services sought, the evaluation criteria, the relative weight of the evaluation criteria, the formula specified for assigning points to the evaluation criteria. The protest may not be used as a vehicle to argue the protester's opinion regarding its qualifications or the qualifications of other responding vendors.

(4) The procurement process shall not be stayed during the protest process unless the procurement official, in his or her discretion, deems it to be in the best interests of the village to stay the process.

(d) Authority to resolve protests. The procurement official shall have the authority to settle and resolve a protest concerning the intended award of a contract. The procurement official will promptly investigate a timely, complete, and compliant protest, and issue a written decision within thirty (30) days of the date the protest is received, unless the complexity of the issues raised, or lack of resources require a longer period.

(e) Review of the procurement official's protest decision.

- (1) Following the procurement official's written decision on the protest, the protestor may file a request for a review of the procurement agent's decision with the village manager. The request for review shall be made in writing and filed with the village clerk by 4:00 p.m. on the fifth business day following the procurement agent's transmission of the decision to the protestor.
- (2) The request for review shall be solely limited to the protestor's argument that the procurement official's decision was not in accord with this division, village code, or applicable state or federal laws. Disagreements over disputed facts or judgment calls made by the procurement official are not proper subjects for a review request.
- (3) The village manager will strive to issue a written decision within thirty (30) days of the date the request for review is received.

(f) Final decision. The decision of the village manager shall be final and conclusive as to the protest.

(g) Protest bond or security. The village council may, by separate resolution, establish a requirement for a protest bond. If a protest bond is required, the written protest must be accompanied by a security in the form of a protest bond (in a form and with such terms as approved by the village attorney) or cash in the amount set by the council. If the village manager determines that the protest does not require reversal of the village's initial decision, the village shall be entitled to recover the amount of the protest bond or security.

Sec. 2-192. – Authority to suspend or debar.

- (a) After consulting with the village attorney and relevant village department head as needed, and after providing reasonable notice and reasonable opportunity for a person or entity being considered for suspension or debarment to be heard by the procurement official, the procurement official is authorized to suspend or debar a person or entity from consideration for award of contracts for cause. Cause shall include, but not be limited to, the following:
- (1) Conviction for commission of a criminal offense relating to the obtaining or attempt to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws;
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a village contractor;
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the procurement official to be so serious as to justify debarment action;
- (5) Deliberate failure without good cause to perform in accordance with specifications and/or budget or within the time limit provided in the contract; or
- (6) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (7) A documented history of significant deviation from contract specifications, engineering standards, design or material requirements or safety regulations, where such history has first been presented to the contractor by the village, and who thereafter continues to engage in such deviations;
- (8) Any other cause the procurement official determines to be so serious and compelling as to affect responsibility as a village contractor, including debarment by another governmental entity for any cause listed in this section or provided for in general law; and
- (9) For violation of all applicable ethics standards, including the ethical standards set forth in this division, Florida Statutes Chapter 112, or in relevant grant funding requirements.
- (b) Suspensions shall not exceed twelve (12) months per violation. Debarments shall not exceed five (5) years per violation.
- (c) Suspension or debarment may apply to all contracting opportunities, or may be limited to certain types or categories of contracts, and likewise may be directed only to one or more distinct operating divisions or units of the suspended or debarred person or entity, depending on the nature and severity of the underlying facts supporting the action.
- (d) Suspension or debarment also may be applied to any person or entity controlled by or affiliated with any suspended or debarred person or entity if the relationship or affiliation is such that, in the reasonable opinion of the procurement official, the person or entity, by reason of the relationship with the suspended or debarred person or entity, is likely not to conduct business in a responsible or lawful manner, or if the suspended or debarred person or entity is reasonably likely to benefit from contracts with such controlled or affiliated persons or entities. Factors the procurement official may consider in making such decisions include ownership interests, common board members, officers, facilities or employees, and existing family or contractual relationships. The procurement official may, in lieu of suspending or debarring such affiliated persons or entities, develop restrictions or special conditions the affiliated persons or entities must agree to in order to conduct business with the village during the suspension or debarment period. To the extent the procurement official exercises the right to suspend or debar affiliated persons or entities under this

subsection, he/she must provide those separate affiliates with the same notice and opportunity to be heard as is required in subsection (a) above.

Sec. 2-193. – Procedures related to suspension, debarment and reinstatement.

- (a) Notice of intent. When the procurement official is considering imposing a suspension or debarment, he/she shall first provide a written notice setting forth the facts and circumstances supporting the proposed action, and setting a deadline by which the person or entity must submit a response. The response must, at a minimum, include detailed responses to the facts and circumstances set forth in the notice, copies of all relevant documents, and citation to any legal authorities or other cases the person or entity wants to have considered by the procurement official. Failure to timely file a response shall result in the procurement official's notice of intent to become final on the date of the deadline (or any extension thereof) set forth in the notice.
- (b) Opportunity to be heard. In addition to the opportunity to submit a written response, if, after receipt of the response, the procurement official determines that it would be helpful for a meeting on the matter, or if a meeting is requested by the person or entity under consideration for suspension or debarment, then the procurement official shall conduct a meeting to listen to any presentation the person or entity wishes to make. No meeting request may be made by a person or entity under consideration for suspension or debarment unless a timely written response as provided for in subdivision (a) above has first been filed.
- (c) Final determination. After considering the written response, and any presentation made during a subsequent meeting, the procurement official shall make a written decision to either withdraw the notice of intent, or to debar or suspend the person or entity. The final decision shall state the factual and legal reasons for the action taken and the term of the suspension or debarment.
- (d) Review of suspension or debarment. Final notices of suspension or debarment shall be final and binding unless the debarred or suspended person or entity, within ten (10) calendar days of the decision, files with the village clerk a written notice to the village manager requesting review. Upon receipt of a timely review request, the manager may, in her or his discretion, request a written response from relevant village staff or other relevant persons or entities, schedule the matter for an in person or video conference discussion, or refer the matter to the village's special magistrate to consider. In any review of a final determination, the review shall be limited to determining whether there was factual support for the decision taken, that the decision does not violate any statute or ordinance, and that all required notices and process were provided by village staff. Neither side may present any new evidence, issue or legal argument not first presented to the procurement official.
- (e) Reinstatement. The procurement official shall have the authority to reinstate any person or entity under an existing suspension or debarment period. To request reinstatement, the person or entity must submit to the village clerk a written request, which shall, at a minimum, include all relevant facts and documentation which the person or entity contends

supports the early termination of the suspension or debarment. Relevant factors include, but are not limited to, demonstrated rehabilitation, a change in ownership or control to innocent owners, restitution payments, subsequent court rulings, changes in the law, or where, in the procurement official's sole judgment, the village's interests would be adequately protected, and the person or entity to be reinstated is not likely to again engage in similar conduct. The procurement official may also grant limited reinstatement to respond to emergency contracting needs. As a condition of reinstatement, the procurement official may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the village.

(f) Copies of all suspension, debarment and reinstatement decisions shall be maintained by the procurement official's office and posted in an appropriate area of the procurement page of the village's website.

(g) The village manager is authorized to develop supplemental administrative procedures and forms not inconsistent with this division to facilitate implementation of the procedures set forth in this section.

Sec. 2 176. Purchasing limitations; competitive bidding.

~~(a) Purchases less than \$10,000.00. Purchases of, or contracts for materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is not in excess of \$10,000.00 may be made or entered into by the Village Manager without submittal to the Village Council and without competitive bidding. Single purchases or contracts in excess of \$10,000.00 shall not be broken down to amounts less than \$10,000.00 to avoid the requirements of this section.~~

~~(b) Purchases more than \$10,000.00 but less than \$50,000.00. Purchases of or contracts for materials, supplies, and equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended is in excess of \$10,000.00, but which do not exceed \$50,000.00, may be made or entered into by the Village Manager without submittal to the Village Council, but shall require compliance with the competitive bidding requirements set forth in Section 2 177. Single purchases or contracts in excess of \$10,000.00 shall not be broken down to amounts less than \$10,000.00 to avoid the requirements of this section.~~

~~(c) Purchases in excess of \$50,000.00. The Village Council shall approve all purchases of or contracts for materials, supplies, equipment, public improvements or services where the total amount to be expended is more than \$50,000.00.~~

~~(d) The Village Manager may not purchase or contract for any item or service which exceeds any budget appropriation until such a time the Village Council amends the budget to increase the appropriation to the applicable level.~~

Sec. 2 177. Competitive bidding procedure.

- ~~(a) Whenever competitive bidding is required by this division, the Village Manager shall direct that bid proposals which provide specifications for the purchase or contract be prepared.~~
- ~~(b) The Village Manager shall solicit sealed bids from at least three persons or entities engaged in the business of furnishing such materials, supplies, equipment and public improvements or rendering such services.~~
- ~~(c) The Village Manager may publish a public invitation to bid.~~
- ~~(d) Bids shall be awarded to the lowest, most responsive, responsible bidder, as determined by the Village Council and/or the Village Manager, as the case may be, subject to the right of the Village to reject any and all bids, to waive any irregularity in the bids or bidding procedures and subject also to the right of the Village to award bids and contracts to bidders other than the low bidder.~~

~~Sec. 2-178. — Bid opening procedure; awarding of bids.~~

- ~~(a) Sealed bids shall be opened by the Village Manager or his appointed representative and recorded by the Village Manager or his representative on the date and time specified in the bid proposal.~~
- ~~(b) Whenever required by the bid proposal, all bid bonds, cash, insurance, checks or other security accompanying the bid shall be received and maintained for safekeeping by the Village Manager. The Village Manager shall be responsible for the return of the bid bonds, cash, insurance, checks or other security of unsuccessful bidders.~~
- ~~(c) Upon completion of the bid opening and reading, all bids received will be deposited with the Village Manager for tabulation and/or recommendation to the Village Council.~~
- ~~(d) Upon submission of the bid tabulation and recommendation to the Village Manager or Village Council, as the case may be, the Village Manager or the Village Council shall either accept, reject or refer for additional review the bid tabulation and recommendation.~~

~~Sec. 2-179. — Waiver of competitive bidding procedures.~~

~~—The Village Council may, by majority vote, waive the competitive bidding procedures outlined in this article if the Village Council determines that it is impractical to do so.~~

~~Sec. 2-180. — Governmental contracts.~~

~~The Village Manager is hereby authorized to enter into bids or contracts entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedure outlined in this article.~~

~~Sec. 2-181. — Exemptions from competitive bidding. —~~

~~The following shall be exempt from the competitive bidding procedures outlined in this article:~~

~~(1) Transactions described in Section 2-176(a).~~

~~(2) Contracts for professional services.~~

~~(3) Other contracts as provided by State Law.~~

Section 2. For purposes of codification of any existing section of the Estero Village Code herein amended, words underlined represent additions to original text, words ~~stricken~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Estero Village Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Village prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Village, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially

responsible, e) an estimate of the Village's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING by the Village Council of the Village of Estero, Florida on the ____ day of _____, 2024.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the ____ day of _____, 2024.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Jon McLain, Mayor

By: _____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 20, 2024

Agenda Item:

Approval of Ordinance No. 2024-04 regarding Village investment policies.

Motion to adopt Ordinance No. 2024-04.

Background:

On October 19, 2016, the Village adopted Resolution No. 2016-32 establishing that the Village would have no written investment policy for the investment of public funds more than amounts needed to meet current operating expenses apart from the baseline policy established by Florida Statutes 218.415.

To improve the investment return of excess funds, the Village engaged Public Trust Advisors for investment advisory services in June of 2023. As part of their analysis, Public Trust Advisors recommended adopting a comprehensive set of written investment policies. This will allow the Village to take a more robust and long-term view of its investment strategy.

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the Village. These policies are designed to safeguard the Village's funds, provide for the availability of operating and capital funds when needed, and promote an investment return competitive with comparable funds and financial market indices.

The proposed Ordinance authorizes the following investments and portfolio composition:

Village and Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Cash and Cash Equivalents	N/A	NA	100%	N/A
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies	N/A	5 Years	50%	N/A
Federal Instrumentalities (United States Government Sponsored Enterprises "GSE")*	N/A	5 Years	75%	40%
Interest Bearing Time Deposit or Savings Accounts	N/A	1 Year	20%	10%
Repurchase Agreements**	N/A	90 Days	25%	10%
Registered Investment Companies (Money Market Mutual Funds)	AAAm (or equivalent)	N/A	20%	10%
Intergovernmental Investment Pools (Stable Net Asset Value)	AAAm (or equivalent)	N/A	80%	N/A
Intergovernmental Investment Pools (Floating Net Asset Value)	AAAf (or equivalent)	N/A	40%	N/A
Florida PRIME Fund	AAAm	NA	25%	N/A
Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Mortgage Backed Securities "MBS"*	AA	5 Years	20%	15%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs****	5 Years	30%	5%
Commercial Paper***	A-1 by S&P and P-1 by Moody's	270 Days	20%	5%
Corporate Notes***	Single "A" category by any NRSROs****	5 Years	25%	5%
Asset-Backed Securities (ABS)***	Double "A" category by any two NRSROs****	5 Years	20%	5%

The Village's finance staff, attorney, and investment advisors have reviewed the provisions of the policy, have provided their desired revisions and comments, and are supportive of the Ordinance's adoption.

Action Requested:

Motion to adopt Ordinance No. 2024-04.

Process and Timeline:

If adopted, the Ordinance will take effect immediately.

Financial Impact:

The Ordinance brings the Village's investment rules in line with best practices and existing statutes, and improves the ability to safeguard and provide an appropriate rate of investment return for excess funds. Therefore, there is no fiscal impact related to the Ordinance's adoption.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Ordinance No. 2024-04
2. Village of Estero Investment Policy

ORDINANCE NO. 2024 - 04

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CREATING DIVISION 4 (INVESTMENT POLICIES) OF ARTICLE IV (FINANCE) OF CHAPTER 2 OF THE VILLAGE OF ESTERO CODE TO CREATE DETAILED POLICIES RELATED TO INVESTMENT OF VILLAGE FUNDS; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Article IV (Finance) of Chapter 2 (Administration) of the Village Code of the Village of Estero provides for a variety of policies related to the Village's finances and budgeting process; and

WHEREAS, the Village has been founded upon principles of sound financial management and best management practices, and while successive Village Councils have continued to ensure those principles are followed; and

WHEREAS, the Village Council nevertheless finds that adoption of codified policies related to the Village's investments is necessary to further enhance the Village's near term and future fiscal responsibility; and

WHEREAS, the Village Manager has worked with financial experts to develop a series of investment policies which incorporate a host of municipal investment best practices, and which will not only ensure the Village remains on sound financial footing, but which may also ensure the Village obtains and maintains the most advantageous financial terms when it engages in the financial markets; and

WHEREAS, as allowed by Florida Statutes § 218.415(17), on October 19th 2016, the Village adopted Resolution No. 2016-32 establishing that the Village would have no written investment policy for the investment of public funds in excess of amounts needed to meet current operating expenses, apart from the baseline policy established in Florida law; and

WHEREAS, through prudent financial management, the Village has established a strong reserve of public funds in excess of amounts needed to meet current operating expenses; and

WHEREAS, having written investment policies will expand the Village's investment abilities to achieve safety of principal, adequate liquidity to meet cash needs, and reasonable yield commensurate with the preservation of principal and liquidity; and

WHEREAS, the Village Council has considered the provisions set forth in this Ordinance and finds that they are in the best interests of the Village and its taxpayers.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Division 4 (Investment Policies) of Article IV (Finance) of Chapter 2

(Administration) of the Village Code is hereby amended as follows:

DIVISION 4. INVESTMENT POLICIES

Sec. 2-200. – Purpose.

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the village. These policies are designed to safeguard the village's funds, provide for the availability of operating and capital funds when needed, and promote an investment return competitive with comparable funds and financial market indices.

Sec. 2-201. – Scope.

In accordance with Florida Statutes § 218.415, this investment policy applies to all cash and investments held or controlled by the village with the exception of the village's pension funds, all its deferred compensation plans and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues which have statutory investment requirements conflicting with this investment policy, and funds held by state agencies, are not subject to the provisions of this policy.

Sec. 2-202. – Investment objectives.

- (a) *Safety of Principal.* The foremost objective of the village's investment program is to ensure the safety of principal. Investment transactions shall seek to avoid capital losses, whether they are from securities defaults (credit risk) or erosion of market value (interest rate rise). To attain this objective, investments are limited to securities that are of very high quality and considered safe and conservative with investment terms appropriate with the expected cash need. This policy specifies authorized investments and portfolio composition and establishes terms and conditions to ensure the safety of principal. Items to consider in this regard are:
- (b) *Interest Rate Risk.* The village will minimize the interest rate risk, which is the risk that the value of the securities in the investment portfolio will fall due to changes in interest rates, by:
 - (1) Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities prior to maturity.
 - (2) Investing short term designated operating funds in primarily short-term securities, money market mutual funds, or similar investment pools and limiting the weighted average maturity of the portfolio.
 - (3) Limiting the price sensitivity (duration) of the investments in the portfolio.

(c) Credit Risk. The village will limit credit risk, which is the risk of loss due to default by the issuer, by:

(1) Limiting investments to investment-grade securities as rated by Moody's, Standard & Poor's, Fitch or other nationally recognized statistical rating organization (NRSRO) in the United States.

(2) Diversifying the investment portfolio to reduce the impact of potential losses from any one type of security, or an individual issuer or backer.

(d) Maintenance of Liquidity. The village's investment portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity. By maintaining liquidity, the portfolio will inherently reinforce the safety of principal requirement. This is accomplished by structuring the investment program so that adequate liquidity in cash and cash equivalent investments is available to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the investment program should consist of liquidity investment strategies for short term and daily liquidity needs, and investment portfolios structured with securities with an active secondary or resale market. To facilitate this, the investment program may be partitioned into a short-term strategy focusing on cash equivalent or other investments with maturities of less than one year, and a Long-term strategy focusing on higher yielding investment opportunities having maturities of greater than one year. This policy establishes specific maturity and liquidity requirements to meet this objective.

(e) Return on Investment. The village's investment portfolio shall be designed with the objective of maximizing a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. The village shall maintain the level of investment of all idle bank balances as close to 100% as possible and shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. Return on investment is of tertiary importance compared to the safety and liquidity objectives described above. The core of investments shall be limited to relatively low risk securities as defined within this investment policy statement in anticipation of earning a fair return relative to the risk being assumed. The village may utilize an active or passive investment strategy within the overall investment program. Securities within a passively managed investment portfolio will generally be held until maturity and securities in actively managed portfolios may be sold prior to maturity. Securities within the investment program may be sold in accordance the investment program which include the following scenarios:

(1) A security with declining credit or a downgrade below the rating requirements stated later in this Policy may be sold early to minimize loss of principal.

(2) A security swap would improve the quality, yield or target duration in the portfolio.

(3) Liquidity needs of the portfolio require that a security be sold.

(f) *Investment decisions.* The investment decisions for the City's investment program must be based solely on pecuniary factors and may not subordinate the interests of the beneficiaries of the investments to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. As used in this policy, "pecuniary factor" has the same meaning as defined in Florida Statutes § 218.415(24)(a).

Sec. 2-203. – Delegation of authority.

(a) No person may engage in an investment transaction except as authorized under the terms of this investment policy. The responsibility for providing oversight and direction in regard to the management of the investment program resides with the village's finance director. The finance director is also designated as the investment officer of the village and is responsible for investment decisions and activities, under the direction of the village manager. The day-to-day administration of the cash management program is handled by the finance department staff.

(b) The director shall hold primary responsibility for assuring compliance with the village's investment policy. The director and village manager at any time may reassign the designation of investment officer to another competent employee upon written notification. The director and is authorized to make investments under this policy as required or appropriate. The village may employ an investment manager by written contract to assist in managing village funds. Such investment manager must be registered under the Investment Advisors Act of 1940. The director will maintain written procedures consisting of a system of internal accounting and administrative controls to regulate the village's investment activities.

Sec. 2-204. – Standards of prudence.

(a) The prudent person standard stands for the proposition that investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

(b) The prudent person standard shall be applied in the context of managing the overall investment program. The director acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the village manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Sec. 2-205. – Ethics and conflicts of interest.

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the village manager any material financial interests in financial institutions that conduct business with the village, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the village's investment program. Employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the village.

Sec. 2-206. Internal controls and investment procedures.

- (a) The director shall maintain a system of internal controls and operational procedures with regard to the village's investment program and be made a part of the village's public funds management program. The internal controls should be designed to protect the village's assets and prevent the loss of funds which might arise from fraud, embezzlement, error, mismanagement, or misrepresentation by village employees or by third parties. The procedures should include at a minimum, reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures.
- (b) The director shall assign competent staff, to maintain separation of duties within the financial management department, to reconcile the village's general depositor account on a monthly basis by comparing the village's general ledger with the applicable bank statements. The reconciliation would reveal any difference in investment transaction recording and the actual movement of funds.
- (c) The director shall assign competent accounting staff, to reconcile investments reflected in the custodial statements with the village's records. The reconciliation will be reviewed each month by the director or designee. When applicable, the village's investment manager shall also reconcile the custody statement with the statements for all assets under management by the investment manager.
- (d) Independent auditors as a normal part of the annual financial audit or any other audit initiated by the village shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

Sec. 2-207. – Continuing education.

In accordance with Florida Statutes § 218.415(14), the director and appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

Sec. 2-208. – Authorized investment institutions and dealers.

- (a) The director shall establish and maintain a list of approved broker/dealers and financial institutions and provide them with a copy of this investment policy. The village or its investment manager, if any, will only buy and sell securities using broker/dealers registered with the Federal Reserve Bank of New York's list of "Primary Government Securities Dealers", approved non-primary securities dealers, or from banks and savings and loan associations (including their wholly owned subsidiaries or their parent companies' wholly owned subsidiaries established to provide institutional brokerage services) that are included on the list of "qualified public depositories" issued by the State of Florida. These entities must qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). No depository will operate without at least \$100 million in collateral or insurance coverage on the village's accounts. The director or the investment manager, if any, will be responsible for operating within the guidelines of this policy and will be responsible for the selection of "Primary Government Securities Dealers".
- (b) All approved non-primary securities dealers must qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The village's investment manager will provide the director a list of approved brokers annually or as requested. The selection of broker/dealers used by an external investment adviser retained by the village will be at the sole discretion of the investment adviser. For all transactions executed by the director, the approved broker must provide the following information prior to executing investment trades with the village:
- (1) Annual financial statement, as well as most recent quarterly statement.
 - (2) Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
 - (3) Statement of any pending lawsuits materially affecting the firm's business.

Sec. 2-209. – Maturity and liquidity requirements.

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

- (1) Maturity Guidelines. Securities purchased by or on behalf of the village shall have a final maturity of five (5) years or less from the date of trade settlement. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the master repurchase agreement.
- (2) Liquidity Requirements. In order to have an available source of funds to meet unexpected cash requirements, a minimum of the equivalent of two months of projected payroll and operating expenditures will be invested with cash or cash equivalents, or vehicles that provide daily liquidity. The village shall purchase only investments with an active secondary market, with the exception of non-negotiable certificates of deposit and other

time and savings deposits. The monitoring and maintenance of required liquidity shall be the sole responsibility of the village and the investment manager is herein authorized to rely upon assurances from the village that sufficient liquid funds are maintained outside of the managed portfolio.

Sec. 2-210. – Competitive selection of investment instruments.

- (a) After the director or the investment manager has determined the approximate maturity date, issuer, type, and any other security characteristics based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers in writing on securities in question. Bids/offers will be held in confidence until the bid/offer deemed to best meet the investment objectives is determined and selected.
- (b) From time to time, various government agencies, municipalities and corporations announce the issue of new securities to the financial markets. Since all new issues bought in the primary market are sold at the same offering price by all members of the selling syndicate, the competitive bidding process offers no benefit. If the new, "To Be Announced" security meets the portfolio diversification and maturity requirements set forth in the Investment Policy, the village may, at the discretion of the director, place the investment with the broker/dealer or financial institution that initiated the investment opportunity, provided that the broker/dealer or financial institution is on the approved list.
- (c) The broker/dealer or financial institution offering the most favorable yield for the specific security type with the desired maturity date will be selected. For all trades executed by the village, the broker/dealers and financial institutions to be solicited will be rotated from the approved list, although if one or more specific dealers or institutions have proven to be particularly competitive, they may be contacted for bids/offers on a more frequent basis. All bids/offers for a particular purchase or sale shall be documented and the winning bid clearly identified for auditing purposes.
- (d) If obtaining a bid/offer is not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:
 - (1) Bloomberg Information Systems,
 - (2) Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
 - (3) Daily market pricing provided by the Village's custodian or their correspondent institutions.
- (e) The Director or the Investment Manager shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price,

as indicated above, shall only be utilized when, in judgment of the director or the investment manager, competitive bidding would inhibit the selection process.

Sec. 2.211. – Authorized investments and portfolio composition.

- (a) Investments should be made subject to the village’s cash flow needs and such cash flows are subject to revisions as market conditions and the village’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the director may sell the investment at the then-prevailing market price.
- (b) The village shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the village. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the director. The percentage allocation requirements for investment types and issuers are calculated based on the market value of each investment. Due to fluctuations in the aggregate invested balance, these maximum percentages may be exceeded from time to time and shall not require liquidation to realign the portfolio. However, consideration should be given to this matter when future purchases are made.
- (c) The maximum percentage allocation requirements and any minimum credit ratings requirements shall apply at the time the investment is made. Should the credit rating of a security owned by the village be downgraded to a level below that required by this Investment Policy, the village will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain a downgraded security, it will be closely monitored by the village and reported on a quarterly basis to the director. Investments not listed in this policy are prohibited.

<u>Village and Investment Manager Authorized Investment- Sector Type</u>	<u>Minimum Rating Requirement</u>	<u>Maturity Limits</u>	<u>Maximum Allocation</u>	<u>Individual Issuer Limit</u>
<u>Cash and Cash Equivalents</u>	<u>N/A</u>	<u>NA</u>	<u>100%</u>	<u>N/A</u>
<u>United States Government Securities</u>	<u>N/A</u>	<u>5 Years</u>	<u>100%</u>	<u>N/A</u>
<u>United States Government Agencies</u>	<u>N/A</u>	<u>5 Years</u>	<u>50%</u>	<u>N/A</u>
<u>Federal Instrumentalities (United States Government Sponsored Enterprises "GSE")*</u>	<u>N/A</u>	<u>5 Years</u>	<u>75%</u>	<u>40%</u>
<u>Interest Bearing Time Deposit or Savings Accounts</u>	<u>N/A</u>	<u>1 Year</u>	<u>20%</u>	<u>10%</u>
<u>Repurchase Agreements**</u>	<u>N/A</u>	<u>90 Days</u>	<u>25%</u>	<u>10%</u>
<u>Registered Investment Companies (Money Market Mutual Funds)</u>	<u>AAAm (or equivalent)</u>	<u>N/A</u>	<u>20%</u>	<u>10%</u>
<u>Intergovernmental Investment Pools (Stable Net Asset Value)</u>	<u>AAAm (or equivalent)</u>	<u>N/A</u>	<u>80%</u>	<u>N/A</u>
<u>Intergovernmental Investment Pools (Floating Net Asset Value)</u>	<u>AAAf (or equivalent)</u>	<u>N/A</u>	<u>40%</u>	<u>N/A</u>
<u>Florida PRIME Fund</u>	<u>AAAm</u>	<u>NA</u>	<u>25%</u>	<u>N/A</u>
<u>Investment Manager Authorized Investment- Sector Type</u>	<u>Minimum Rating Requirement</u>	<u>Maturity Limits</u>	<u>Maximum Allocation</u>	<u>Individual Issuer Limit</u>
<u>Mortgage Backed Securities "MBS"*</u>	<u>AA</u>	<u>5 Years</u>	<u>20%</u>	<u>15%</u>
<u>State and/or Local Government Taxable and/or Tax-Exempt Debt</u>	<u>Single "A" category by two NRSROs****</u>	<u>5 Years</u>	<u>30%</u>	<u>5%</u>
<u>Commercial Paper***</u>	<u>A-1 by S&P and P-1 by Moody's</u>	<u>270 Days</u>	<u>20%</u>	<u>5%</u>
<u>Corporate Notes***</u>	<u>Single "A" category by any NRSROs****</u>	<u>5 Years</u>	<u>25%</u>	<u>5%</u>
<u>Asset-Backed Securities (ABS)***</u>	<u>Double "A" category by any two NRSROs****</u>	<u>5 Years</u>	<u>20%</u>	<u>5%</u>

*The combined maximum amount of available funds invested in Federal Instrumentalities and mortgage-backed securities will not exceed seventy five percent (75%).

**Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with maturities under five (5) years and must have a

market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement.

***The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed forty percent (40%).

****National Recognized Statistical Rating Organization (NRSRO).

(d) The following sectors (1-10) may be purchased by the village or its investment manager:

(1) Cash and Cash Equivalents

(A) Purchase Authorization. The director and investment manager may invest in cash and cash equivalent investments that provide daily and short-term liquidity.

(B) Portfolio Composition. A maximum of 100% of the portfolio market value may be invested in the cash and cash equivalent investments.

(2) United States Government Securities

(A) Purchase Authorization. The director and investment manager may invest in negotiable, full faith and credit, direct obligations of the United States Government. Such securities will include:

- (i) Cash Management Bills
- (ii) Treasury Securities – State and Local Government Series (“SLGS”)
- (iii) Treasury Bills
- (iv) Treasury Bonds
- (v) Treasury Notes
- (vi) Treasury Strips
- (vii) Treasury TIPS

(B) Portfolio Composition. A maximum of 100% of the portfolio market value may be invested in the United States Government Securities.

(C) Maturity Limitations. The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of trade settlement.

(3) United States Government Agencies

(A) Purchase Authorization. The director and investment manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government and have an active secondary market. Such securities will include:

(i) United States Export – Import Bank – Direct obligations or fully guaranteed certificates of beneficial ownership

(ii) Federal Housing Administration

(iii) Government National Mortgage Association (GNMA)

(iv) Small Business Administration

(v) United States Department of Housing and Urban Development

(B) Portfolio Composition. A maximum of 50% of the portfolio market value may be invested in United States Government agencies.

(C) Maturity Limitations. The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

(4) Federal Instrumentalities (United States Government Sponsored Enterprises)

(A) Purchase Authorization. The director and investment manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which do not carry the full faith and credit of the U.S. Government limited to the following:

(i) Federal Farm Credit Bank (FFCB)

(ii) Federal Home Loan Bank or its Village banks (FHLB)

(iii) Federal National Mortgage Association (FNMA)

(iv) Federal Home Loan Mortgage Corporation (Freddie-Macs)

(B) Portfolio Composition. A maximum of 75% of the portfolio market value may be invested in Federal Instrumentalities.

(C) Limits on Individual Issuers. A maximum of 40% of the portfolio market value may be invested in any one issuer.

(D) Maturity Limitations. The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of trade settlement.

(5) Interest Bearing Certificates of Deposit, Demand Deposit Accounts, Saving Accounts, NOW Checking Accounts or Money Market Accounts

(A) Purchase Authorization. The director and investment manager may deposit public funds in non-negotiable interest bearing certificates of deposit, (including through the Certificate of Deposit Account Registry Service, or CDARS), demand deposit accounts, savings accounts, NOW checking accounts and money market accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that such banks are Qualified Public Depositories (QPDs) and any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. QPDs are confirmed by the Florida Finance Director and the Florida Department of Financial Services and the list of current QPDs can be obtained at:

<https://www.myfloridacfo.com/division/treasury/collateral-management>.

(B) Portfolio Composition. A maximum of 20% of the portfolio market value may be invested in non-negotiable interest-bearing deposits secured by the Florida Security for Public Deposits Act, Florida Statutes Chapter 280, as described herein.

(C) Limits on Individual Issuers. A maximum of 10% of the portfolio market value may be deposited with any one financial institution, except for deposits with the village's primary treasury depository institution or deposits in the CDARS program.

(D) The maximum maturity on any deposit shall be no greater than one (1) year from the date of trade settlement.

(6) Repurchase Agreements

(A) Purchase Authorization

(i) The director and investment manager may enter into repurchase agreements composed of only those investments authorized in Section XII. B, C, and D. All financial institutions are required to sign the village's master repurchase agreement prior to the execution of a repurchase agreement transaction. The agreement must specify that it is governed by the laws of Florida, and it must be approved as to form and legal sufficiency by the village attorney.

(ii) A third-party custodian with whom the village has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. Overnight repurchase agreement collateral for the village's sweep accounts, if any, shall be held at the village's custodial or safekeeping institution. A clearly marked receipt that shows evidence of ownership must be supplied to the director and retained for all repurchase agreements that are not overnight sweep accounts.

(iii) Securities authorized for collateral must have maturities under ten (10) years and have market value for the principal and accrued interest equal to at least 102 percent of the value and for the term of the repurchase agreement.

Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Director.

(B) Portfolio Composition. A maximum of 25% of the portfolio market value may be invested in repurchase agreements.

(C) Limits on Individual Issuers. A maximum of 10% of the portfolio market value may be included in a repurchase agreement with any one institution.

(D) Limits on Maturities. The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

(7) Registered Investment Companies (Money Market Mutual Funds)

(A) Investment Authorization. The director and investment manager may invest in shares in open-end and no-load money market mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. Must be rated in the highest tier by a nationally recognized rating agency, and whose portfolios consist of only dollar denominated securities.

(B) Portfolio Composition. A maximum of 20% of the portfolio market value may be invested in money market funds.

(C) Limits of Individual Issuers. A maximum of 10% of the portfolio market value may be invested with any one money market fund.

(8) Intergovernmental Investment Pool (Stable Net Asset Value)

(A) Investment Authorization. The director and investment manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Florida Statutes § 163.01, and provided that said funds contain no derivatives and share value can never be less than \$1. The stable net asset value intergovernmental investment pool must have a rating of AAAm or equivalent.

(B) Portfolio Composition. A maximum of 40% of available funds may be invested in intergovernmental investment pools with a stable net asset value.

(C) Due Diligence Requirements. A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the director that will contain a list of questions that covers the major aspects of any investment pool/fund.

(9) Intergovernmental Investment Pool (Floating Net Asset Value)

(A) Investment Authorization. The director and investment manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes. The floating net asset value intergovernmental investment pool must have a rating of AA+ or equivalent.

(B) Portfolio Composition. A maximum of 40% of available funds may be invested in intergovernmental investment pools with a floating net asset value.

(C) Due Diligence Requirements. A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the director that will contain a list of questions that covers the major aspects of any investment pool/fund.

(10) The Florida Local Government Surplus Funds Trust Fund (Florida Prime/SBA)

(A) Investment Authorization. The director may invest in the Florida Prime.

(B) Portfolio Composition. A maximum of 25% of available funds may be invested in the Florida Prime.

(e) In addition to the permitted sectors defined in subsection (d) 1-10 above, the village or village's investment manager may also purchase the fixed income sectors set forth in subsections 1-5 below (which securities generally require additional resources offered by an investment manager):

(1) Agency Mortgage-Backed Securities (MBS)

(A) Purchase Authorization. The investment manager may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

(B) Portfolio Composition. A maximum of 20% of available funds may be invested in MBS.

(C) Limits on Individual Issuers. A maximum of 15% of available funds may be invested with any one MBS issuer.

(D) Maturity Limitations. A maximum length to maturity for an investment in any MBS is five (5) years based on the weighted average life of the security. The maturity of mortgage-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

(2) Municipal Bonds

(A) Investment Authorization. The investment manager may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds. Must be rated in the single A category by at least two NRSRO's.

(B) Portfolio Composition. A maximum of 30% of the portfolio market value may be invested in obligations of state and local governments.

(C) Limits on Individual Issuers. A maximum of 5% of the portfolio market value may be invested in any one issuer.

(D) The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

(3) Commercial Paper

(A) Purchase Authorization. The investment manager may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and minimum "A-1" by Standard & Poor's (highest tier commercial paper).

(B) Portfolio Composition. A maximum of 20% of the portfolio market value may be directly invested in prime commercial paper. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

(C) Limits on Individual Issuers. A maximum of 5% of the portfolio market value may be invested with any one issuer.

(D) Maturity Limitations. The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

(4) Corporate Notes

(A) Investment Authorization. The investment manager may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States rated in the "A" category by Standard & Poor's, or the equivalent by another rating agency at the time of purchase.

(B) Portfolio Composition. A maximum of 25% of the portfolio market value may be invested in obligations of corporate notes. The maximum total allocation to

Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

(C) Limits on Individual Issuers. A maximum of 5% of the portfolio market value may be invested in any one issuer.

(D) The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

(5) Asset-Backed Securities (ABS)

(A) Investment Authorization. The investment manager may invest in asset-backed securities (ABS) rated in the “AA” category by any two NRSRO’s at the time of purchase.

(B) Portfolio Composition. A maximum of 20% of available funds may be invested in ABS. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

(C) Limits on Individual Issuers. A maximum of 5% of available funds may be invested with any one issuer.

(D) Maturity Limitation. A maximum length to maturity for an investment in any ABS is five (5) years from the date of trade settlement. The maturity of asset-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security’s description.

Sec. 2-212. – Unauthorized investments.

Investments in any derivative products or the use of reverse repurchase agreements are prohibited. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. All other investments not specifically stated under “Allowable Investments” are prohibited.

Sec. 2-213. – Performance measurements.

In order to assist in the evaluation of the portfolio’s performance, the village will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the village to measure its returns against other investors in the same markets.

(1) For the short-term investment program (strategies with less than 12 months maturity), the S&P Rated GIP Index, or similar index, will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds.

(2) Investment performance of funds designated as core funds and other funds that have a long-term (greater than 12 months average maturity) investment horizon, and are actively managed, will be compared to an appropriate index comprised having a duration and asset mix that approximates that of the portfolios. The index will be utilized as a benchmark to be compared to the portfolio's total rate of return. Examples of an appropriate index include: the ICE BofAML Merrill Lynch 1-3 Year Government & Corporate AA Index and/or the ICE BofAML Merrill Lynch 1-5 Year Government & Corporate AA Index. The Village will determine an appropriate benchmark based upon the characteristics of the longer-term core portfolio(s).

(3) Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

Sec. 2-214. – Accounting and reporting.

(a) Investments will be carried at book value and marked to market value. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities may be amortized over the life of the securities. The village shall comply with Generally Accepted Accounting Principles (“GAAP”) and Government Accounting Standard Board (“GASB”) standards.

(b) The director shall prepare a quarterly investment report which shall be presented to the village manager and the village council. The quarterly investment report is available to the public upon request. Schedules in the quarterly report will include the following:

(1) Listing of investments by type, book value, and market value as of the report date as well as portfolio activity during the period.

(2) Weight, by percentage, of each security type within the portfolio.

(3) Investment balance at end of quarter.

(4) Income earned for the quarter and year-to-date.

(5) Comparison of quarterly and calendar year-to-date performance to authorized performance benchmarks.

(6) Weighted average maturity of the portfolio.

(c) The director shall report any occurrences of non-compliance with this policy in writing to the village manager as soon as reasonably possible once he or she is aware of the occurrence.

Sec. 2-215. – Third-party custodial agreements.

- (a) Securities, with the exception of certificates of deposits and overnight repurchase agreements (one business day), shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by, the village should be properly designated as an asset of the village. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Florida Statutes § 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.
- (b) The custodian shall accept transaction instructions only from those persons who have been duly authorized by the director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, from safekeeping, shall be permitted unless by such a duly authorized person.
- (c) The custodian shall provide the director with safekeeping receipts that provide detailed information on the securities held by the custodian. In addition, the custodian shall report at least quarterly, and the director shall verify the reports. Settlement transactions between a broker/dealer and the custodian on behalf of the village that involve a settlement of investments purchased or sold by the director or investment manager must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money, as appropriate, in hand on behalf of the village at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

Sec. 2-216. – Municipal advisor rule.

Brokers and dealers who execute investment trades directly with the village's portfolio typically require a form to be signed stating they are not acting in a municipal advisor role. The financial management director shall be authorized to sign these forms for the village's authorized broker/dealers.

Sec. 2-217. – Risk diversification.

There are risks inherent in investing; however, every investment portfolio should include a specific diversification strategy to eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer or class of securities. The investments shall be diversified by:

- (1) Limiting investments to avoid over-concentration in securities from a specific issuer or of a specific type.
- (2) Staggering investment maturities to avoid undue concentration in a specific maturity sector.

(3) Limiting the duration (price sensitivity and maturity) of the investment portfolio.

(4) Investing in only high-grade securities with low credit risk.

(5) Maintaining a portion of the portfolio in readily available funds such as state investment pools, money market mutual funds, or overnight repurchase agreements.

Sec. 2-218. – Investment policy adoption and amendments; companion administrative procedures.

(a) The financial management director shall prepare any proposed amendments to these investment policies and submit them to the village manager for review and, if recommended by the manager, presentation to the council for review and approval.

(b) The village manager is authorized to administratively promulgate such additional procedures, protocols and forms to implement both the provisions, and intent of this division.

Section 2. For purposes of codification of any existing section of the Estero Village Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Estero Village Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Village prepared and posted on

its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Village, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Village's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING by the Village Council of the Village of Estero, Florida on the 6th day of March, 2024.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 20th day of March, 2024.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
John McLain, Mayor

By: _____
Carol Sacco, Village Clerk

Village of Estero Investment Policy

Updated February 2024



VILLAGE COUNCIL

Jon McLain, Mayor

Joanne Ribble, Vice Mayor
Larry Fiesel, Councilmember
Lori Fayhee, Councilmember
Rafael Lopez, Councilmember
Jim Ward, Councilmember
George, Zalucki, Councilmember

VILLAGE MANAGER

Steve Sarkozy

FINANCE DEPARTMENT

Kevin Greenville | Finance Director

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ATTACHMENT: Glossary of Cash and Investment Management Terms

Investment Policy Village of Estero

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the Village of Estero, Florida (hereinafter "Village"). These policies are designed to safeguard the Village's funds, provide for the availability of operating and capital funds when needed, and promote an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the Village with the exception of the Village's pension funds, all its deferred compensation plans and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues which have statutory investment requirements conflicting with this Investment Policy, and funds held by state agencies, are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of the Village's investment program is to ensure the safety of principal. Investment transactions shall seek to avoid capital losses, whether they are from securities defaults (credit risk) or erosion of market value (interest rate rise). To attain this objective, investments are limited to securities that are of very high quality and considered safe and conservative with investment terms appropriate with the expected cash need. Section XII of this policy specifies authorized investments and portfolio composition and establishes terms and conditions to ensure the safety of principal. Items to consider in this regard are:

Interest Rate Risk

The Village will minimize the interest rate risk, which is the risk that the value of the securities in the investment portfolio will fall due to changes in interest rates, by:

- Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities prior to maturity.
- Investing short term designated operating funds in primarily short-term securities, money market mutual funds, or similar investment pools and limiting the weighted average maturity of the portfolio.
- Limiting the price sensitivity (duration) of the investments in the portfolio.

Credit Risk

The Village will limit credit risk, which is the risk of loss due to default by the issuer, by:

- Limiting investments to investment-grade securities as rated by Moody's, Standard & Poor's, Fitch or other nationally recognized statistical rating organization (NRSRO) in the United States.
- Diversifying the investment portfolio to reduce the impact of potential losses from any one type of security, or an individual issuer or backer.

Maintenance of Liquidity

The Village's investment portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity. By maintaining liquidity, the portfolio will inherently reinforce the safety of principal requirement. This is accomplished by structuring the investment program so that adequate liquidity in cash and cash equivalent investments is available to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the investment program should consist of liquidity investment strategies for short term and daily liquidity needs, and investment portfolios structured with securities with an active secondary or resale market. To facilitate this, the investment program may be partitioned into a Short-term strategy focusing on cash equivalent or other investments with maturities of less than one year, and a Long-term strategy focusing on higher yielding investment opportunities having maturities of greater than one year. Section X of this policy establishes specific maturity and liquidity requirements to meet this objective.

Return on Investment

The Village's investment portfolio shall be designed with the objective of maximizing a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. The Village shall maintain the level of investment of all idle bank balances as close to 100% as possible and shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. Return on investment is of tertiary importance compared to the safety and liquidity objectives described above. The core of investments shall be limited to relatively low risk securities as defined within this investment policy statement in anticipation of earning a fair return relative to the risk being assumed. The Village may utilize an active or passive investment strategy within the overall investment program. Securities within a passively managed investment portfolio will generally be held until maturity and securities in actively managed portfolios may be sold prior to maturity. Securities within the investment program may be sold in accordance the investment program which include the following scenarios:

- A security with declining credit or a downgrade below the rating requirements stated later in this Policy may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield or target duration in the portfolio.
- Liquidity needs of the portfolio require that a security be sold.

IV. INVESTMENT DECISIONS:

The investment decisions for the City's investment program must be based solely on pecuniary factors and may not subordinate the interests of the beneficiaries of the investments to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. As used in this policy, "pecuniary factor" has the same meaning as defined section 218.415(24)(a), Florida Statutes.

V. DELEGATION OF AUTHORITY

No person may engage in an investment transaction except as authorized under the terms of this investment policy. The responsibility for providing oversight and direction in regard to the management of the investment program resides with the Village's Finance Director (hereinafter "Director"). The Finance Director is also designated as the Investment Officer of the Village and is responsible for investment decisions and activities, under the direction of the Village Manager. The day-to-day administration of the cash management program is

handled by the Finance Department staff.

The Director shall hold primary responsibility for assuring compliance with the Village's Investment Policy. The Director and Village Manager at any time may reassign the designation of Investment Officer to another competent employee upon written notification. The Director is authorized to make investments under this policy as required or appropriate. The Village may employ an Investment Manager by written contract to assist in managing Village funds. Such Investment Manager must be registered under the Investment Advisors Act of 1940. The Director will maintain written procedures consisting of a system of internal accounting and administrative controls to regulate the Village's investment activities.

VI. STANDARDS OF PRUDENCE

The "Prudent Person" standard shall be applied in the context of managing the overall investment program. The Director acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Village Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

VII. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Village Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the Village's investment program. Employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VIII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Director shall maintain a system of internal controls and operational procedures with regard to the Village's investment program and be made a part of the Village's public funds management program. The internal controls should be designed to protect the Village's assets and prevent the loss of funds which might arise from fraud, embezzlement, error, mismanagement, or misrepresentation by Village employees or by third parties. The procedures should include at a minimum, reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures.

The Director shall assign competent staff, to maintain separation of duties within the Financial Services Department, to reconcile the Village's general depositor account on a monthly basis by comparing the Village's general ledger with the applicable bank statements. The reconciliation would reveal any difference in investment transaction recording and the actual movement of funds.

The Director shall assign competent accounting staff, to reconcile investments reflected in the custodial statements with the Village's records. The reconciliation will be reviewed each month by the Director or designee. When applicable, the Village's Investment Manager shall also reconcile the custody statement with the statements for all assets under management by the Investment Manager.

Independent auditors as a normal part of the annual financial audit or any other audit initiated by the Village shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

IX. CONTINUING EDUCATION

In accordance with § 218.415(14), Florida Statutes, the Director and appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

X. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Director shall establish and maintain a list of approved broker/dealers and financial institutions and provide them with a copy of this investment policy. The Village or its Investment Manager, if any, will only buy and sell securities using broker/dealers registered with the Federal Reserve Bank of New York's list of "Primary Government Securities Dealers", approved non-primary securities dealers, or from banks and savings and loan associations (including their wholly owned subsidiaries or their parent companies' wholly owned subsidiaries established to provide institutional brokerage services) that are included on the list of "qualified public depositories" issued by the State of Florida. These entities must qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). No depository will operate without at least \$100 million in collateral or insurance coverage on the Village's accounts. The Director or the Investment Manager, if any, will be responsible for operating within the guidelines of this policy and will be responsible for the selection of "Primary Government Securities Dealers".

All approved non-primary securities dealers must qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The Village's Investment Manager will provide the Director a list of approved brokers annually or as requested. The selection of broker/dealers used by an external investment adviser retained by the Village will be at the sole discretion of the investment adviser. For all transactions executed by the Director, the approved broker must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

XI. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the Village shall have a final maturity of five (5) years or less from the date of trade settlement. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

In order to have an available source of funds to meet unexpected cash requirements, a minimum of the equivalent of two months of projected payroll and operating expenditures will be invested with cash or cash equivalents, or vehicles that provide daily liquidity. The Village shall purchase only investments with an active secondary market, with the exception of non-negotiable Certificates of Deposit and other time and savings deposits. The monitoring and maintenance of required liquidity shall be the sole responsibility of the City and the investment manager is herein authorized to rely upon assurances from the City that sufficient liquid funds are maintained outside of the managed portfolio.

XII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Director or the Investment Manager has determined the approximate maturity date, issuer, type, and any other security characteristics based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers in writing on securities in question. Bids/offers will be held in confidence until the bid/offer deemed to best meet the investment objectives is determined and selected.

From time to time, various government agencies, municipalities and corporations announce the issue of new securities to the financial markets. Since all new issues bought in the primary market are sold at the same offering price by all members of the selling syndicate, the competitive bidding process offers no benefit. If the new, "To Be Announced" security meets the portfolio diversification and maturity requirements set forth in the Investment Policy, the Village may, at the discretion of the Director, place the investment with the broker/dealer or financial institution that initiated the investment opportunity, provided that the broker/dealer or financial institution is on the approved list.

The broker/dealer or financial institution offering the most favorable yield for the specific security type with the desired maturity date will be selected. For all trades executed by the City, the broker/dealers and financial institutions to be solicited will be rotated from the approved list, although if one or more specific dealers or institutions have proven to be particularly competitive, they may be contacted for bids/offers on a more frequent basis. All bids/offers for a particular purchase or sale shall be documented and the winning bid clearly identified for auditing purposes.

If obtaining a bid/offer is not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- Bloomberg Information Systems,
- Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
- Daily market pricing provided by the Village's custodian or their correspondent institutions.

The Director or the Investment Manager shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Director or the Investment Manager, competitive bidding would inhibit the selection process.

This method may only be used:

- When time constraints due to unusual circumstances preclude the use of the competitive bidding process

- When no active market exists for the issue being traded due to the age or depth of the issue
- When a security is unique to a single dealer, for example, a private placement

A competitive offer or bid request wherein only one offer or bid is received shall satisfy the requirements of competitive bidding of this policy and such transactions may be awarded in accordance with comparison to current market price method described above.

Overnight sweep repurchase agreements will not be bid but may be placed with the Village's depository bank relating to the demand account for which the repurchase agreement was purchased.

For all transactions executed by the City, the Director is authorized to seek commission recapture services and to select the institution proposing the most responsive proposal resulting from contacting a minimum of three (3) qualified institutions. Transactions subject to commission recapture will be subject to normal purchasing procedures as stated in this section and with particular emphasis on following best execution practices.

XIII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the Village's cash flow needs and such cash flows are subject to revisions as market conditions and the Village's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Director may sell the investment at the then-prevailing market price.

The Village shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Director. The percentage allocation requirements for investment types and issuers are calculated based on the market value of each investment. Due to fluctuations in the aggregate invested balance, these maximum percentages may be exceeded from time to time and shall not require liquidation to realign the portfolio. However, consideration should be given to this matter when future purchases are made.

The maximum percentage allocation requirements and any minimum credit ratings requirements shall apply at the time the investment is made. Should the credit rating of a security owned by the Village be downgraded to a level below that required by this Investment Policy, the Village will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain a downgraded security, it will be closely monitored by the Village and reported on a quarterly basis to the Director. Investments not listed in this policy are prohibited.

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Village and Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Cash and Cash Equivalents	N/A	NA	100%	N/A
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies	N/A	5 Years	50%	N/A
Federal Instrumentalities (United States Government Sponsored Enterprises "GSE")*	N/A	5 Years	75%	40%
Interest Bearing Time Deposit or Savings Accounts	N/A	1 Year	20%	10%
Repurchase Agreements**	N/A	90 Days	25%	10%
Registered Investment Companies (Money Market Mutual Funds)	AAAm (or equivalent)	N/A	20%	10%
Intergovernmental Investment Pools (Stable Net Asset Value)	AAAm (or equivalent)	N/A	80%	N/A
Intergovernmental Investment Pools (Floating Net Asset Value)	AAAf (or equivalent)	N/A	40%	N/A
Florida PRIME Fund	AAAm	NA	25%	N/A
Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Mortgage Backed Securities "MBS"**	AA	5 Years	20%	15%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs****	5 Years	30%	5%
Commercial Paper***	A-1 by S&P and P-1 by Moody's	270 Days	20%	5%
Corporate Notes***	Single "A" category by any NRSROs****	5 Years	25%	5%
Asset-Backed Securities (ABS)***	Double "A" category by any two NRSROs****	5 Years	20%	5%

*The combined maximum amount of available funds invested in Federal Instrumentalities and mortgage-backed securities will not exceed seventy five percent (75%).

**Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement.

***The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed forty percent (40%).

****National Recognized Statistical Rating Organization (NRSRO).

The following sectors (A-J) may be purchased by the Village's Director or by the Village's Investment Manager.

A. Cash and Cash Equivalents

1. Purchase Authorization

The Director and Investment Manager may invest in cash and cash equivalent investments that provide daily and short term liquidity:

2. Portfolio Composition

A maximum of 100% of the portfolio market value may be invested in the cash and cash equivalent investments.

B. United States Government Securities

1. Purchase Authorization

The Director and Investment Manager may invest in negotiable, full faith and credit, direct obligations of the United States Government. Such securities will include:

Cash Management Bills
Treasury Securities – State and Local Government Series ("SLGS")
Treasury Bills
Treasury Bonds
Treasury Notes
Treasury Strips
Treasury TIPS

2. Portfolio Composition

A maximum of 100% of the portfolio market value may be invested in the United States Government Securities.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of trade settlement

C. United States Government Agencies

1. Purchase Authorization

The Director and Investment Manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government and have an active secondary market. Such securities will include:

United States Export – Import Bank

-Direct obligations or fully guaranteed certificates of beneficial ownership
 Federal Housing Administration
 Government National Mortgage Association (GNMA)
 Small Business Administration
 United States Department of Housing and Urban Development

2. Portfolio Composition

A maximum of 50% of the portfolio market value may be invested in United States Government agencies.

3. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

D. Federal Instrumentalities (United States Government Sponsored Enterprises)

1. Purchase Authorization

The Director and Investment Manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which do not carry the full faith and credit of the U.S. Government limited to the following:

Federal Farm Credit Bank (FFCB)
 Federal Home Loan Bank or its Village banks (FHLB)
 Federal National Mortgage Association (FNMA)
 Federal Home Loan Mortgage Corporation (Freddie-Macs)

2. Portfolio Composition

A maximum of 75% of the portfolio market value may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers

A maximum of 40% of the portfolio market value may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of trade settlement

E. Interest Bearing Certificates of Deposit, Demand Deposit Accounts, Saving Accounts, NOW Checking Accounts or Money Market Accounts

1. Purchase Authorization

The Director and Investment Manager may deposit public funds in non-negotiable interest bearing certificates of deposit, (including through the Certificate of Deposit Account Registry Service, or CDARS), demand deposit accounts, savings accounts, NOW checking accounts and money market accounts in banks organized under the laws of this state and/or in national banks

organized under the laws of the United States and doing business and situated in the State of Florida, provided that such banks are Qualified Public Depositories (QPDs) and any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. QPDs are confirmed by the Florida Finance Director and the Florida Department of Financial Services and the list of current QPDs can be obtained at <https://www.myfloridacfo.com/division/treasury/collateral-management>

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be invested in non-negotiable interest bearing deposits secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, as described herein.

3. Limits on Individual Issuers

A maximum of 10% of the portfolio market value may be deposited with any one financial institution, except for deposits with the Village's primary treasury depository institution or deposits in the CDARS program.

4. The maximum maturity on any deposit shall be no greater than one (1) year from the date of trade settlement.

F. Repurchase Agreements

1. Purchase Authorization

a. The Director and Investment Manager may enter into repurchase agreements composed of only those investments authorized in Section XII. B, C, and D. All financial institutions are required to sign the Village's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction. The agreement must specify that it is governed by the laws of the State of Florida, and it must be approved as to form and legal sufficiency by the Village Attorney.

b. A third party custodian with whom the Village has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. Overnight repurchase agreement collateral for the Village's "Sweep Accounts", if any, shall be held at the Village's custodial or safekeeping institution. A clearly marked receipt that shows evidence of ownership must be supplied to the Director and retained for all repurchase agreements that are not overnight sweep accounts.

c. Securities authorized for collateral must have maturities under ten (10) years and have market value for the principal and accrued interest equal to at least 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Director.

2. Portfolio Composition

A maximum of 25% of the portfolio market value may be invested in repurchase agreements.

3. Limits on Individual Issuers

A maximum of 10% of the portfolio market value may be included in a repurchase agreement with any one institution.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. Registered Investment Companies (Money Market Mutual Funds)

1. Investment Authorization

The Director and Investment Manager may invest in shares in open-end and no-load money market mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. Must be rated in the highest tier by a nationally recognized rating agency and whose portfolios consist of only dollar denominated securities.

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 10% of the portfolio market value may be invested with any one money market fund.

H. Intergovernmental Investment Pool (Stable Net Asset Value)

1. Investment Authorization

The Director and Investment Manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives and share value can never be less than \$1. The stable net asset value intergovernmental investment pool must have a rating of AA+ or equivalent.

2. Portfolio Composition

A maximum of 40% of available funds may be invested in intergovernmental investment pools with a stable net asset value.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

I. Intergovernmental Investment Pool (Floating Net Asset Value)

1. Investment Authorization

The Director and Investment Manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes. The floating net asset value intergovernmental investment pool must have a rating of AA+ or equivalent.

2. Portfolio Composition

A maximum of 40% of available funds may be invested in intergovernmental investment pools with a floating net asset value.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

- J. The Florida Local Government Surplus Funds Trust Fund (Florida Prime/SBA)

1. Investment Authorization

The Director may invest in the Florida Prime.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in the Florida Prime.

In addition to the permitted sectors defined in A-J, the Village's Investment Manager may also purchase fixed income sectors K-O. The securities defined in K-O generally require additional resources offered by an Investment Manager.

- K. Agency Mortgage-Backed Securities (MBS)

1. Purchase Authorization

The Investment Manager may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one MBS issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is five (5) years based on the weighted average life of the security.

The maturity of mortgage-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

L. Municipal Bonds

1. Investment Authorization

The Investment Manager may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds. Must be rated in the single A category by at least two NRSRO's.

2. Portfolio Composition

A maximum of 30% of the portfolio market value may be invested in obligations of state and local governments.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested in any one issuer.

4. The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

M. Commercial Paper

1. Purchase Authorization

The Investment Manager may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and minimum "A-1" by Standard & Poor's (highest tier commercial paper),

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be directly invested in prime commercial paper. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

N. Corporate Notes

1. Investment Authorization

The Investment Manager may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States rated in the "A" category by Standard & Poor's, or the equivalent by another rating agency at the time of purchase.

2. Portfolio Composition

A maximum of 25% of the portfolio market value may be invested in obligations of corporate notes. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested in any one issuer.

4. The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

O. Asset-Backed Securities (ABS)

1. Investment Authorization

The Investment Manager may invest in asset-backed securities (ABS) rated in the "AA" category by any two NRSRO's at the time of purchase.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in ABS. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitation

A maximum length to maturity for an investment in any ABS is five (5) years from the date of trade settlement. The maturity of asset-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

XIV. UNAUTHORIZED INVESTMENTS

Investments in any derivative products or the use of reverse repurchase agreements are prohibited. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. All other investments not specifically stated under “Allowable Investments” are prohibited.

XV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio’s performance, the Village will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Village to measure its returns against other investors in the same markets.

1. For the short-term investment program (strategies with less than 12 months maturity), the S&P Rated GIP Index, or similar index, will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds.

Investment performance of funds designated as core funds and other funds that have a long-term (greater than 12 months average maturity) investment horizon, and are actively managed, will be compared to an appropriate index comprised having a duration and asset mix that approximates that of the portfolios. The index will be utilized as a benchmark to be compared to the portfolio’s total rate of return. Examples of an appropriate index include: the ICE BofAML Merrill Lynch 1-3 Year Government & Corporate AA Index and/or the ICE BofAML Merrill Lynch 1-5 Year Government & Corporate AA Index. The Village will determine an appropriate benchmark based upon the characteristics of the longer-term core portfolio(s).

2. Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

XVI. ACCOUNTING AND REPORTING

Investments will be carried at book value and marked to market value. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities may be amortized over the life of the securities. The Village shall comply with Generally Accepted Accounting Principles (“GAAP”) and Government Accounting Standard Board (“GASB”) standards.

The Director shall prepare a Quarterly Investment Report which shall be presented to the Village Manager and the Village Commission. The quarterly investment report is available to the public upon request. Schedules in the quarterly report will include the following:

- A. Listing of investments by type, book value, and market value as of the report date as well as portfolio activity during the period.
- B. Weight, by percentage, of each security type within the portfolio.
- C. Investment balance at end of quarter.
- D. Income earned for the quarter and year-to-date.
- E. Comparison of quarterly and calendar year-to-date performance to authorized performance benchmarks.
- F. Weighted average maturity of the portfolio.

The Director shall report any occurrences of non-compliance with this policy in writing to the Village Manager as soon as reasonably possible once he or she is aware of the occurrence.

XVII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits and overnight repurchase agreements (one business day), shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by, the Village should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Director with safekeeping receipts that provide detail information on the securities held by the custodian. In addition, the custodian shall report at least quarterly, and the Director shall verify the reports. Settlement transactions between a broker/dealer and the custodian on behalf of the Village that involve a settlement of investments purchased or sold by the Director or Investment Manager must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money, as appropriate, in hand on behalf of the Village at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVIII. MUNICIPAL ADVISOR RULE

Brokers and dealers who execute investment trades directly with the Village of Estero's portfolio typically require a form to be signed stating they are not acting in a Municipal Advisor Role. The Director shall be authorized to sign these forms for the Village's authorized broker/dealers.

XIX. RISK DIVERSIFICATION

There are risks inherent in investing; however, every investment portfolio should include a specific diversification strategy to eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer or class of securities. The investments shall be diversified by:

- A. Limiting investments to avoid over-concentration in securities from a specific issuer or of a specific type.
- B. Staggering investment maturities to avoid undue concentration in a specific maturity sector.
- C. Limiting the duration (price sensitivity and maturity) of the investment portfolio.
- D. Investing in only high-grade securities with low credit risk.
- E. Maintaining a portion of the portfolio in readily available funds such as state investment pools, money market mutual funds, or overnight repurchase agreements.

XX. INVESTMENT POLICY ADOPTION AND AMENDMENTS

This Investment Policy is official upon its adoption by the Village Commission. The Director shall prepare any proposed amendments to the Investment Policy and submit them to the Village Manager and the Village Commission for review and approval.

GLOSSARY OF KEY INVESTMENT TERMS

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and sixth-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with reopenings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, has the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivative. A financial instrument whose value is based on or determined by another security, financial instrument or index.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Reopenings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include U.S Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration – a

measure of the weighted average term to maturity of the cash flows of a fixed income asset or portfolio, Modified Duration – a common gauge of the price sensitivity of a fixed income asset or portfolio to a change in interest rates).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts. Used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$100,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A Government Sponsored Enterprise (GS) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to

have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. to U.S. investors are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturities from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market Account. An investment vehicle that allows for the pooling and investing of funds in traditional money market instruments, typically U.S. Government Securities and Instrumentalities.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

National Association of Securities Dealers (NASD). Organization of brokers and dealers who trade securities in the United States, supervised by the SEC, and which provides regulatory exams for industry participants.

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

NOW Checking Account (Negotiable Order of Withdrawal account). Deposit account on which checks may be drawn that pays a higher interest rate than savings accounts.

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, Standard & Poor's, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Rating. An evaluation of credit quality of a company's debt issue. Investors and analysts use ratings to assess the risk characteristics of an investment. Ratings can also be an evaluation of an entity's creditworthiness or ability to repay, taking into consideration its estimated percentage default rate and political risk. The Village may use the following rating agencies: Moody's, Standard and Poor's, and Fitch Investors Service.

AAA or Aaa rating – the best quality, reliable and stable; judged to be of the highest quality, with minimal credit risk.

AA or Aa rating – quality, a bit higher risk than AAA/Aaa; judged to be of high quality and are subject to very low credit risk.

A rating – considered upper-medium grade quality; subject to low credit risk.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actual sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with reopenings ranging \$1 - \$4 billion. The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Sallie Mae. See "Student Loan Marketing Association."

Savings Account. An interest bearing account offered by banks and financial institutions.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Student Loan Marketing Association (SLMA or "Sallie Mae"). One of the large Federal Agencies. A federally-chartered public corporation (GSE) created to provide liquidity and a secondary market for lenders for loans to students and educational institutions. In 1997, SLMA initiated a process of unwinding its status as a GSE; however, until the process is complete, all debt issued will be considered GSE debt until maturity. SLMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and education sector. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" program.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2,3,5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actual sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security

was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 20, 2024

Agenda Item:

2024 State of Florida - Legislative Update

Description:

About three (3) years ago, the Village changed our State Lobbyists to increase our success in obtaining funding. The Village engaged JEJ & Associates and Ron Brown & Associates who work as a team in advocating on behalf of the Village.

Since this changeover, the Village has seen great success in our efforts to secure grants.

The Workshop will discuss our current appropriation and our previous success and how these funds will be used in the community. With us on ZOOM will be:

- From Ron Book & Associates:
 - Ron Book
 - Rana Brown
- From JEJ & Associates:
 - Lena Juarez
 - Robert Miller

In addition to a review of the projects believed to be funded in this past session we will also review other legislative topics of interest to the Council and our community.

Financial Impact:

There is no financial impact associated with this Workshop item. All State allocations are subject to formal agreements that outline the scope of the work to be funded. Each of these agreements will come to the Village Council at a later date for approval.

Prepared by: Steve Sarkozy

Attachments:

1. JEJ & Associates: Village of Estero End of 2024 Session Report
2. 2024 Session Report: Ron Book & Associates (for Desk Packet)

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JEJ & Associates

VILLAGE OF ESTERO END OF 2024 SESSION REPORT

SESSION ENDS

The 2024 Florida Legislature Regular Session came to an official end on Friday. The Legislature adjourned sine die at 2:25 p.m. with the traditional hanky drop in the rotunda between the two chambers. Legislators filed 1,957 bills, with 325 enrolled.

BUDGET

On Friday, after the required 72 hour "cooling off period", the Legislature officially approved the agreed upon Fiscal Year 2024-2025 budget (HB 5001 – General Appropriations Act). The legislative budget totals \$117.46 billion, which is comprised of \$49.4 billion in general revenue, and \$68.1 billion in trust funds.

At some point before the effective date of July 1st, the General Appropriations Act will be presented to the Governor for his consideration. He will have 15 days to take action once he receives it, meaning the latest the Legislature can send it to him is June 15th. The Governor has a line-item veto privilege.

Items of Interest to the Village include:

Live Local funding:

State Housing Initiatives Partnership (SHIP) Program - \$174 million

Affordable Housing (SAIL) Program - \$84 million

Community Development Block Grant - Disaster Recovery Grant Funding (CDBG-DR) - \$396 million

Transportation Work Program - \$13.98 billion

Open Federally Declared Disasters:

Funding to Communities - \$1.02 billion

State Operations - \$155 million

Resilient Florida Grant Program - \$100 million

Water Quality Grant Program - \$79 million

Wastewater Grant Program - \$135 million

Water Supply Grant Program - \$25 million

Water Projects - \$410.4 million

Flood and Sea-Level Rise Program - \$125 million

Land and Water Conservation Grants - \$16.9 million

Local Parks - \$17.9 million

APPROPRIATION REQUESTS

Prior to the start of the 2024 Regular Session, we were tasked by Estero to secure funding for the following items.

PROJECT	ORIGINAL REQUEST	SENATE FUNDED	HOUSE FUNDED	BUDGET CONFERENCE	ADDITIONAL FUNDING	FINAL FUNDING
Estero Phase 2 Septic-to-Sewer Project	\$12,099,000 (modified by Estero to \$4,600,000)	\$4,600,000	\$ -	\$4,600,000		\$4,600,000
Broadway Avenue West Improvements	\$1,300,000	\$650,000	\$650,000		\$650,000	\$1,300,000
River Oaks Preserve Improvements	\$2,500,000	\$2,500,000	\$ -	\$4,600,000		\$2,500,000

Senate President Kathleen Passidomo and Representative Adam Botana agreed to sponsor and shepherd the requests through the budget process. On January 26th, the Senate released their proposed budget bill and on February 1st, the House unveiled their proposal. The chart illustrates the projects, and amounts, each chamber funded.

The budget conference, wherein the two chambers would work out their differences to finalize an agreed upon budget, began on February 26th. It was during this period that we worked on behalf of Estero with the conference chairs to ensure additional funding for the remaining two projects.

It was not until Sunday evening that the conference released their agreed upon water projects to be funded. Upon release, Estero's two projects were FULLY funded; Estero Phase 2 Septic-to-Sewer Project and River Oaks Preserve Improvements. In addition, the Broadway Avenue West funding was increased by \$650,000 to \$1,300,000. The additional funding for the Broadway Avenue West project came from the Senate Supplemental Funding Initiative pot of money.

Taken together, Estero's state funding is \$8,400,000 for Fiscal Year 2024-2025.

LEGISLATIVE ACTION

BILLS OF INTEREST

Outlined below are bills tracked this session by JEJ & Associates that have an impact on Estero. The following bills were approved by the Legislature (bill summaries are condensed). These bills will be sent to the Governor in due time and their final action with either be they will become law with his signature, become law without his signature or be vetoed. The top bill number is the passed bill.

HB 149 - Continuing Contracts

SB 656 - Continuing Contracts

Raises the maximum construction cost for projects under a governmental continuing contract from \$4 million to \$7.5 million and mandates annual adjustments based on the Consumer Price Index.

- Allows governmental entities to select construction or program management entities responsible for project scheduling, coordination, and completion.
- Permits these entities to retain necessary design professionals and, if required, to offer a guaranteed maximum or lump-sum price and completion date.
- Authorizes entering into continuing contracts for construction projects where each project's estimated cost does not exceed \$7.5 million.
- Requires the Department of Management Services to adjust the maximum project cost annually based on the Consumer Price Index and publish it on its website.
- Defines "continuing contract" and updates procedures and definitions related to acquiring professional services, including the new maximum project cost.

HB 267 - Building Regulations

SB 684 - Residential Building Permits

Amends the Florida Building Code to simplify the process for installing replacement windows, doors, and garage doors by exempting the need for sealed drawings by design professionals, requiring installations to follow manufacturer's instructions, and submitting these instructions with permit applications.

- Removes requirements for building permits for specific residential dwellings.
- Defines "private provider firm" and revises timeframes and procedures for issuing permits involving private providers, including specifics on when a permit application is deemed approved and limiting the frequency of private provider audits by local building code enforcement agencies.
- Revises procedures and timelines for approving or denying building permits, prohibiting local governments from requiring waivers of these timeframes, and specifying circumstances under which permit applications are deemed complete and approved.
- Allows local governments to use certain fees for technology upgrades.
- Standards for unvented attic and unvented enclosed rafter assemblies are established, contingent on meeting specific requirements, including insulation levels and ventilation systems.
- Reports on the review and consideration of thermal efficiency standards for these assemblies are to be delivered to the Legislature.

SB 328 - Affordable Housing

HB 1239 - Affordable Housing

Streamlines affordable housing development by amending various Florida statutes to provide more flexibility regarding zoning, density, and parking requirements for affordable housing projects.

- Authorizes multifamily and mixed-use residential developments in areas zoned for commercial, industrial, or mixed-use if at least 40 percent of units are affordable.
- Prohibits counties and municipalities from requiring zoning changes or land use amendments for such developments and from restricting the density, floor area ratio, or height of these developments below certain thresholds.
- Allows for administrative approval of developments meeting affordability and zoning criteria, except when located near military installations.
- Requires counties and municipalities to maintain a policy for administrative approvals on their websites and to consider reducing or eliminating parking requirements for developments near major transportation hubs or within transit-oriented developments.
- Mandates mixed-use residential developments within designated transit-oriented areas to comply with specific requirements, except for use, height, density, floor area ratio, and parking.
- Provides applicants with an opportunity to submit revised applications or notices to account for changes made by the act.
- Updates the definition of "newly constructed" for affordable housing property exemptions and revises criteria for multifamily projects to receive ad valorem property tax exemptions.
- Specifies conditions under which developments can be treated as conforming or nonconforming uses.
- Excludes certain airport-impacted areas from these provisions and revises the Florida Housing Finance Corporation's powers to preclude applicants from programs under certain conditions.
- Appropriates \$100 million to the State Housing Trust Fund for the Florida Hometown Hero Program.

HB 473 - Cybersecurity Incident Liability**SB 658 - Cybersecurity Incident Liability**

Limits liability for cybersecurity incidents for compliant Florida counties, municipalities, other political subdivisions, covered entities, and third-party agents.

- Defines "covered entities" and "third-party agents" involved in handling personal information.
- Exempts counties, municipalities, and other voluntary political subdivisions from liability if they substantially comply with specific state cybersecurity requirements.
- Exempts covered entities and third-party agents from liability if they substantially comply with certain state laws, align their cybersecurity programs with recognized standards or if regulated, align with applicable state or federal laws.
- Requires covered entities and third-party agents to update their cybersecurity programs within one year of any revision to relevant frameworks, standards, or laws to retain liability protection.
- Clarifies that the act does not establish a private cause of action, and failure to comply is not considered evidence of negligence or negligence per se.
- Specifies the burden of proof lies with the defendant to demonstrate substantial compliance in cybersecurity-related actions.

HB 479 - Alternative Mobility Funding Systems**SB 688 - Alternative Mobility Funding Systems and Impact Fees**

Revises Florida's transportation funding systems and impact fee calculations for new developments.

- Redefines and introduces "mobility fee" and "mobility plan" in the Community Planning Act.
- Allows local governments to adopt alternative, mobility-plan, and fee-based transportation systems, ensuring new developments are not held responsible for existing transportation deficiencies.
- Requires interlocal agreements between counties and municipalities when charging developers transportation impact fees, with detailed provisions to prevent double charging and coordinate impact mitigation.
- Mandates local governments provide full benefit of intensity and density to holders of impact fee credits when transitioning to alternative transportation systems.
- Updates the requirements for the calculation of impact fees to include utilizing the most recent data and ensuring any contributions by developers are credited against impact fees collected.

HB 705 - Public Works Projects**SB 742 - Public Works Projects**

Expands the definition of "public works project" and revises the applicability of prohibitions on restrictive bidding practices by the state or its political subdivisions.

- Defines "public works project" as an activity paid for with local or state funds involving construction, maintenance, or improvement of various facilities owned by any political subdivision.
- Excludes services incidental to the public works project, such as security, janitorial, landscaping, maintenance, transportation services, and others that do not require a construction contracting license from the definition of "public works project."

- Prohibits the state or political subdivisions from preventing a contractor from participating in the bidding process based on geographic location, with an exception for projects solely funded by a county or municipality.

DEAD BILLS

The following bills died in either committee or on the calendar:

SB 122 Trees on Residential Property
HB 171 Homestead Exemptions for Totally and Permanently Disabled First Responders
SB 242 Cost-of-living Adjustment of Retirement Benefits
SB 472/HB 569 Suits Against the Government
SB 734/HB 735 Government Accountability
SB 104/SB 1088/SB 1510/HB 47/HB 1277 Municipal Water and Sewer Utility Rates
SB 1150/HB 791 Development Permits and Orders
SB 1110/HB 1177/HB 1419 Land Development
SB 1184/HB 1221 Land Use and Development Regulations
SB 406/SB 738/HB 789 Statewide Environmental Resource Permitting Rules
SB 1144/HB 609 Local Business Taxes
HB 759 Solicitation of Contributions Act
SB 1202/SB 1322/HB 1195/HB 1141 Millage Rates



Village of
ESTERO

2024 Florida Legislative Report

Presented By



Ronald L. Book, President
Rana Brown

JEJ & Associates

Lena Juarez, President
Robert Miller

Fiscal Year 2024-2025 Appropriation Requests



River Oaks Preserve Improvements

Construct a storage building, trails, pedestrian bridge, and extend water, sewer and reclaimed water to the River Oaks Preserve to improve community access to the property.

STATE FUNDS REQUESTED: \$2,500,000

Broadway Avenue West Improvements Design

Analyze, design and permit drainage, roadway, and pedestrian improvements along Broadway Avenue West in the Village of Estero.

STATE FUNDS REQUESTED: \$1,300,000



Phase 2 Septic-to-Sewer Project

The Estero Phase 2 Septic to Sewer Project will extend municipal sewer services to several areas of Estero and remove the existing septic tanks and package wastewater treatment plants.

ORIGINAL STATE FUNDS REQUESTED: \$12,099,000

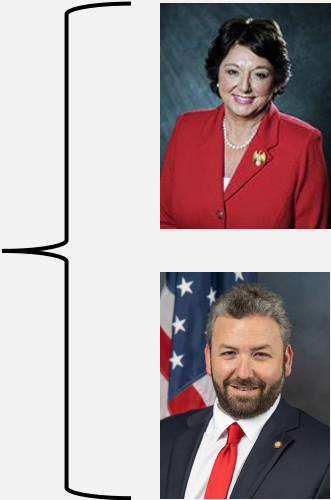
REVISED STATE FUNDS REQUESTED : \$ 4,600,000

Appropriation Requests Legislative Sponsors

River Oaks Preserve Improvements
Senate LFIR # 3451
House HSE # 3089

Broadway Avenue West Improvements Design
Senate LFIR # 3478
House HSE # 3087

Phase 2 Septic-to-Sewer Project
Senate LFIR # 3486
House HSE # 3088



Senate
President
Kathleen
Passidomo

Representative
Adam
Botana

**FISCAL YEAR 2024-2025
APPROPRIATION REQUEST RESULTS***

REQUEST	ASK	RECEIVED	MATCH	SOURCE OF FUNDING
River Oaks Preserve	\$ 2,500,000	\$ 2,500,000	\$ -	Water Projects/General Revenue
Broadway Avenue West	\$ 1,300,000	\$ 1,300,000	\$ -	Local Transportation Projects
		\$ 300,000	\$ -	Water Projects/General Revenue
Phase 2 Septic-to-Sewer	\$ 4,600,000	\$ 4,600,000	\$ -	Water Projects/General Revenue

*Final Outcome Subject to Governor Action

THREE YEAR APPROPRIATION HISTORY

Fiscal Year 2022-2023

Estero Utility Expansion Phase 1 - \$530,000
Sandy Lane Bicycle & Pedestrian
Improvements – \$450,000
Estero on the River - \$750,000

\$1,730,000

Fiscal Year 2023-2024

Estero River Heights & Cranbrook Harbor
Utility Expansion Project - \$7,400,000

\$7,400,000

Fiscal Year 2024-2025

River Oaks Preserve - \$2,500,000
Septic-to-Sewer Project - \$4,600,000
Broadway Avenue West - \$1,300,000

\$8,400,000

QUESTIONS ?

*Thank you for the opportunity to represent the Village of Estero before State Government.
We appreciate the confidence the Council and Staff have demonstrated in our work on your behalf.*



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