



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
APRIL 16, 2025, 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
April 16, 2025, 09:30 am

Village Council: District 1 - Joanne Ribble, Mayor; District 2 - Jeff Hunt; District 3 - Jon McLain; District 4 - Lori Fayhee; District 5 - Rafael Lopez; District 6 - Jim Ward; District 7 - George Zalucki, Vice Mayor

1. CALL TO ORDER

INVOCATION

Pastor Grace Brooks Estero Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. April 2, 2025 Village Council Meeting Minutes

Attachment: [04022025.pdf](#)

b. Financial Report for Month ended February 2025

Attachment: [SS Monthly Financial Report 022825.pdf](#)

Attachment: [February Budget Report All Funds.pdf](#)

Attachment: [February Budget Report Available Funds.pdf](#)

c. Council Liaison Assignments

Attachment: [Agenda Item 4 c.pdf](#)

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Progress Report on Local Mitigation Strategy

Recommended Action

Motion to approve Progress Report on Local Mitigation Strategy for inclusion in the Village's recertification to the Insurance Services Office (ISO), Verisk Analytics.

Financial Impact

No direct financial impact. Indirect impact includes staff time to prepare and assemble the required information. This information is critical to maintain the Village's CRS score.

Attachment: [SS MS Progress Report 4-16-2025.pdf](#)

Attachment: [1 a LMS Progress Report.pdf](#)

Attachment: [1 b 20250408 Mitigation Action Plan Report.pdf](#)

b. Vulnerability Assessment Contract**Recommended Action**

Motion to approve award of Contract 25028 with APTIM to prepare the Village of Estero Vulnerability Assessment for \$425,500.

Approve a \$42,000 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.

Financial Impact

The project's financial impact is \$467,500 (\$425,500 plus \$42,000 contingency).

The Village's Fiscal Year 2024-2025 budget includes \$225,000 for the Vulnerability Assessment. The Village's 5-year Capital Improvement Plan includes an additional \$225,000 in the Fiscal Year 20025-2025 budget for the Vulnerability Assessment.

Note the Village will be reimbursed for up to \$450,000 of project costs.

Attachment: [SS Vulnerability Assessment Contract.pdf](#)

Attachment: [01-Contract 25028-APTIM Vulnerability Assessment.pdf](#)

Attachment: [02-RFQ 100125-Vulnerability Assessment.pdf](#)

Attachment: [03-APTIM Proposal.pdf](#)

c. Estero SportsPark CMAR Contract**Recommended Action**

Motion to approve award of Contract 25029 with Suffolk Construction to provide construction manager as risk services for the Estero SportsPark.

Approve pre-construction services as described in the contract for \$4,743,487.

Approve a \$470,000 contingency for additional services that may be required to complete preconstruction services.

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, except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

Financial Impact

The project's financial impact is \$5,213,487 (\$4,743,487 plus \$470,000 contingency).

The Village's Fiscal Year 2024-2025 budget includes \$7,220,000 for the Estero High School Improvement (now called Estero SportsPark).

Attachment: [SS Estero SportsPark CMAR Contract.pdf](#)

Attachment: [01-Project Location Map.pdf](#)

Attachment: [02-SportsPark Master Plan.pdf](#)

Attachment: [03-Contract 25029 SportsPark CMAR-Suffolk.pdf](#)

Attachment: [04-Exhibit 1 PreCon Proposal.pdf](#)

Attachment: [05-Exhibit 2 GMP Addenda.pdf](#)

Attachment: [06-Exhibit 3 General Conditions.pdf](#)

Attachment: [07-Exhibit 4 Estero Sports Park Cmar RFP 100625.pdf](#)

Attachment: [08-Exhibit 5 Suffolk CMAR Proposal RFP100625.pdf](#)

d. Landscaping, Mowing, & Irrigation Services Invitation to Bid (ITB) 101025

Recommended Action

Approve the issuance of two purchase orders, one to Mainscape, Inc and one to P & T Lawn and Tractor Service, Inc., to cover the Village's needs for landscaping, mowing and irrigation services of Village roadways.

Financial Impact

The yearly spend for the two awarded vendors total \$2,013,707

Attachment: [SS Acquisition of General Landscaping_Mowing_Irrigation.pdf](#)

7. SECOND READING AND PUBLIC HEARING

a. Second Reading Ordinance No. 2025-03 Repealing Article III of Chapter 10 of Village Code regarding Disaster Recovery

An Ordinance of the Village Council of the Village of Estero, Florida, Repealing Article III of Chapter 10 of the Village Code Regarding Disaster Recovery; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action

Approve Ordinance No. 2025-03.

Financial Impact

N/A

Attachment: [SS Ord 2025-03 2nd read Repeal Article III Chapter 10 Village Code Disaster Recovery.pdf](#)

Attachment: [Ord No 2025-03 Estero Disaster Code Repeal.pdf](#)

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10.VILLAGE MANAGER'S REPORT

11.Adjourn Regular Session and Convene Workshop Items

12.WORKSHOP

a. Substantial Damage Administrative Procedures Plan

Attachment: [SS for SDAP - 4-16-25.pdf](#)

Attachment: [1 Substantial Damage Administrative Procedures Plan PPT.pdf](#)

13.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, APRIL 16, 2025, 9:30 A.M.

DISCLAIMER:

THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.
ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

09:31:06 [SOUNDING GAVEL]
09:31:08 >>Mayor Ribble: WOULD EVERYONE PLEASE TAKE THEIR SEATS.
09:31:14 I WOULD LIKE TO CALL THE APRIL 16, 2025, VILLAGE COUNCIL
09:31:17 MEETING TO ORDER.
09:31:18 I WOULD LIKE TO REMIND EVERYBODY TO PLEASE SILENCE YOUR CELL
09:31:23 PHONES.
09:31:23 AND IF YOU COME UP TO SPEAK, MAKE SURE YOU SPEAK CLOSE TO
09:31:26 THE MICROPHONE.
09:31:27 THIS MORNING, WE HAVE PASTOR GRACE BROOKS FROM THE ESTERO
09:31:33 CHURCH FOR OUR INVOCATION.
09:31:34 PASTOR BROOKS, WELCOME.
09:31:39 >> THANK YOU VERY MUCH.
09:31:40 FATHER, WE COME BEFORE YOU.
09:31:42 WE THANK YOU THAT THIS IS A BEAUTIFUL DAY THAT WE GATHER
09:31:46 TOGETHER.
09:31:47 I PRAY, LORD, THAT YOU WILL JUST BRING YOUR PEACE AND YOUR
09:31:51 WISDOM AND YOUR DISCERNMENT TO THIS MEETING.
09:31:54 I THANK YOU FOR ALL THOSE THAT SIT IN LEADERSHIP, HOW YOU

09:31:57 HAVE GIFTED THEM AND EQUIPPED THEM.
09:31:59 FATHER, AS THEY MOVE FORWARD IN DECIDING AND MAKING
09:32:02 DECISIONS FOR WHAT'S BEST FOR THE VILLAGE OF ESTERO, I PRAY,
09:32:06 LORD, YOU CONTINUE TO GUIDE THEM.
09:32:08 I ASK THAT YOU WATCH OVER THEM AND THEIR FAMILIES, THAT AS
09:32:12 WE ARE IN HOLY WEEK THAT WE WILL JUST REJOICE IN ALL THAT
09:32:15 YOU'VE GIVEN FOR EACH ONE OF US.
09:32:18 IN JESUS NAME, AMEN.
09:32:20 >>Mayor Ribble: THANK YOU, PASTOR GRACE.
09:32:22 AT THIS TIME, WE'LL STAND FOR THE PLEDGE.
09:32:24 [PLEDGE OF ALLEGIANCE]
09:32:36 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:32:44 HERE.
09:32:46 >>Jeff Hunt: HERE.

09:32:49 >>Jon McLain: HERE.
 09:32:51 >>Lori Fayhee: HERE.
 09:32:52 >>Rafael Lopez: HERE.
 09:32:53 >>Jim Ward: HERE.
 09:32:55 >>Vice-Mayor Zalucki: HERE.
 09:32:58 >>Mayor Ribble: ITEM 2, APPROVAL OF THE AGENDA.
 09:33:01 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES TO THE
 09:33:04 AGENDA?
 09:33:04 SEEING NONE, COULD I HAVE A MOTION TO ACCEPT THE AGENDA?
 09:33:08 COUNCILMAN WARD.
 09:33:11 SECOND, COUNCILWOMAN FAYHEE.

 09:33:16 MADAM CLERK, PLEASE CALL THE ROLL.
 09:33:19 >>Jeff Hunt: AYE.
 09:33:21 >>Jon McLain: AYE.
 09:33:21 >>Lori Fayhee: AYE.
 09:33:24 >>Rafael Lopez: AYE.
 09:33:25 >>Jim Ward: AYE.
 09:33:27 >>Vice-Mayor Zalucki: AYE.
 09:33:30 >>Mayor Ribble: AYE.
 09:33:31 THE CHAIR WILL NOW TAKE PUBLIC COMMENT ON ITEMS THAT ARE NOT
 09:33:34 ON THE AGENDA.
 09:33:36 A COMMENT CARD MUST BE COMPLETED BEFORE YOU SPEAK AND YOU
 09:33:39 WILL HAVE THREE MINUTES TO SPEAK.
 09:33:41 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?
 09:33:44 >>Carol Sacco: YES, MAYOR, WE DO.
 09:33:45 WE HAVE MR. ALLAN BOWDITCH FROM SHADOW WOOD, REPRESENTING
 09:33:53 ENGAGE ESTERO.
 09:33:54 >> VERY GOOD MORNING, EVERYONE.
 09:33:57 GOOD MORNING, MAYOR JOANNE RIBBLE, VICE-MAYOR GEORGE
 09:34:01 ZALUCKI, AND THE OTHER MEMBERS OF THE COUNCIL.
 09:34:03 LAST YEAR, ENGAGE ESTERO CARRIED OUT AN INVESTIGATION TO
 09:34:10 EXAMINE WHAT THE PUBLIC THOUGHT ABOUT WHAT ENGAGE ESTERO'S
 09:34:20 BRAND OR SENSE OF PLACE SHOULD BE.
 09:34:22 THIS WAS PUBLISHED AND INDEED COMMUNICATED TO THE COUNCIL.
 09:34:26 I BELIEVE IT IS AVAILABLE ON THE VILLAGE WEBSITE.
 09:34:32 SINCE THAT TIME, I HAVE ADDED JUST RECENTLY AN ADDENDUM TO

 09:34:35 THIS DOCUMENT.
 09:34:37 I'LL EXPLAIN WHY, WHICH I THINK IS RATHER IMPORTANT.
 09:34:40 RECENTLY, I'VE BEEN IN TOUCH WITH A NUMBER OF PEOPLE WHO
 09:34:43 HAVE EXPRESSED TO ME SOME CONCERNS ABOUT WHERE THEY FEEL
 09:34:49 ESTERO IS HEADED.
 09:34:51 WHAT THEY HAVE SAID IS BECAUSE THEY HAVE FRIENDS IN WILD

09:34:56 BLUE AND OTHER PLACES THEY SEEM TO FEEL THAT PROBABLY THE
 09:34:59 VILLAGE IS GOING TO ANNEX SOME OF THOSE AREAS, AND THEY
 09:35:03 QUESTION ME ABOUT WHETHER OR NOT THE WORD VILLAGE COULD
 09:35:08 POSSIBLY STILL EXIST IF THE COMMUNITY EXPANDS IN THE WAY
 09:35:11 THAT IT DOES.
 09:35:13 ONE OF MY COLLEAGUES IN SHADOW WOOD GAVE A VERY INTERESTING
 09:35:18 METAPHOR ABOUT THIS, WHICH I'D LIKE TO EXPLAIN.
 09:35:21 HE SAID, YOU KNOW, FOR THE LAST TEN YEARS, HE SAID THAT I
 09:35:23 THINK THE VILLAGE HAS BEEN LIKE AN ORCHESTRA.
 09:35:26 HE SAID WE'VE HAD HARMONY AND THE MUSIC EMERGING HAS BEEN
 09:35:32 GREAT.
 09:35:33 HE SAID NOW I HAVE A SENSE THAT THE WIND INSTRUMENTS ARE
 09:35:38 GOING OFF IN ONE DIRECTION AND THE STRINGED INSTRUMENTS ARE
 09:35:42 GOING OFF IN ANOTHER.
 09:35:44 HE SAYS I DON'T REALLY KNOW WHERE THE VILLAGE IS LEADING.
 09:35:48 EQUALLY, IN A DISCUSSION THAT I HAD WITH FINE MARK BANK
 09:35:52 RECENTLY, ONE OF THE SENIOR MANAGERS EXPLAINED THAT THEY
 09:35:57 ALSO HAD BEEN GETTING SIMILAR COMMENTS FROM THE PEOPLE THAT
 09:36:00 THEY WERE SEEING.

09:36:01 SO THIS QUESTION OF WHETHER WE WILL SEE ESTERO AS A VILLAGE
 09:36:06 OR NOT CONCERNED ME.
 09:36:10 I WONDERED WHETHER OR NOT THERE WAS A WAY BECAUSE OF THE
 09:36:13 LOVELY CONNOTATIONS THAT THAT WORD HAS, WHETHER WE COULD SEE
 09:36:18 A WAY FORWARD IF WE EXPAND HOW MIGHT WE REFER TO OURSELVES.
 09:36:23 SO A.I. CAME TO MY RESCUE.
 09:36:27 AND IT CAME UP WITH A VERY INTERESTING PHRASE, WHICH WAS
 09:36:30 ESTERO ENJOY ITS URBAN VILLAGE VIBE.
 09:36:37 NOW, I ALSO TURNED THAT AROUND AND PUT THAT WORDING, URBAN
 09:36:41 VILLAGE VIBE, BACK INTO A.I. TO FIND OUT WHAT THOSE WORDS
 09:36:48 ACTUALLY CONVEY.
 09:36:49 AND IN THE DOCUMENT THAT CAROL HAS, BECAUSE OF MY TIME
 09:36:53 LIMIT, I HAVE AN OPPORTUNITY TO GIVE YOU THAT PARTICULAR
 09:36:58 INFORMATION.
 09:36:59 ALL I WOULD SAY AT THE END, IT IS VERY IMPORTANT FOR US TO
 09:37:04 CONSIDER QUICKLY WHAT WE NEED TO DO AND EXPLAIN WHAT OUR
 09:37:09 BRAND AND SENSE OF PLACE SHOULD BE IN THE FUTURE.
 09:37:13 I HOPE TO HAVE A CHANCE TO TELL YOU MORE IN THE FUTURE.
 09:37:15 THANK YOU.
 09:37:16 >>Mayor Ribble: THANK YOU, ALAN.
 09:37:18 ANYONE ELSE, MADAM CLERK?
 09:37:19 >>Carol Sacco: NO.
 09:37:21 >>Mayor Ribble: NEXT ON THE AGENDA, AGENDA ITEM 4A, THE
 09:37:24 APRIL 2, 2025, MINUTES.

09:37:29 4B, FEBRUARY 2025 FINANCIAL REPORT AND 4C, THE COUNCIL

09:37:33 LIAISON ASSIGNMENTS.

09:37:34 DO ANY OF THE COUNCIL MEMBERS HAVE COMMENTS OR QUESTIONS

09:37:39 REGARDING THE MINUTES?

09:37:41 NO.

09:37:43 IS THERE ANY PUBLIC COMMENT?

09:37:45 >>Carol Sacco: THERE IS NO PUBLIC COMMENT AND NO E-COMMENTS.

09:37:48 >>Mayor Ribble: MAY I HAVE A MOTION TO ACCEPT THE CONSENT

09:37:50 AGENDA?

09:37:50 COUNCILMAN HUNT.

09:37:52 AND COUNCILMAN LOPEZ SECONDS.

09:37:55 MADAM CLERK, PLEASE CALL THE ROLL.

09:37:58 >>Jim Ward: AYE.

09:38:00 >>Rafael Lopez: AYE.

09:38:02 >>Lori Fayhee: AYE.

09:38:04 >>Jon McLain: AYE.

09:38:06 >>Jeff Hunt: AYE.

09:38:08 >>Vice-Mayor Zalucki: AYE.

09:38:08 >>Mayor Ribble: AYE.

09:38:10 ITEM 6A, THE PROGRESS REPORT ON LOCAL MITIGATION STRATEGY.

09:38:17 STEVE, WOULD YOU LIKE TO INTRODUCE THIS, PLEASE?

09:38:21 >>Steven Sarkozy: THANK YOU, MAYOR, AND MEMBERS OF COUNCIL.

09:38:23 THIS ITEM IS PART OF OUR ONGOING REPORT BACK TO THE COUNCIL

09:38:29 REGARDING SOME OF THE FEMA AND CRS ISSUES THAT WE'RE DEALING

09:38:35 WITH.

09:38:35 THIS REPRESENTS A LOT OF WORK WITHIN THE ORGANIZATION.

09:38:39 I'D LIKE MARY GIBBS TO COME FORWARD TO KIND OF EXPLAIN WHAT

09:38:46 WE'RE DOING HERE AND THE AMOUNT OF WORK THAT IS BEING

09:38:49 ACCOMPLISHED.

09:38:50 >>Mary Gibbs: GOOD MORNING, EVERYBODY.

09:38:52 WE WERE NOTIFIED A MONTH AGO THAT WE HAVE UNTIL MAY 1st TO

09:38:58 SUBMIT A LOT OF INFORMATION FOR OUR COMMUNITY RATING SYSTEM

09:39:03 ANNUAL RECERTIFICATION.

09:39:04 LAST YEAR, I THINK THEY POSTPONED IT BECAUSE OF THE

09:39:06 HURRICANES AND ALL THE OTHER WORK THAT WE WERE DOING WITH

09:39:09 FEMA.

09:39:09 SO WE HAVE TO DO THIS TO MAINTAIN OUR CRS RATING, WHICH OUR

09:39:14 CLASSIFICATION RIGHT NOW IS A 6.

09:39:17 IT IS ALSO REQUIRED FOR FLOOD INSURANCE.

09:39:19 WHAT THE STAFF -- THE STAFF IS PREPARING A LOT OF DOCUMENTS

09:39:23 TO SEND UP BEFORE IT ACTUALLY GOES TO THE INSURANCE SERVICES

09:39:27 OFFICE, THE ISO, THE ONES THAT COLLECT THE INFORMATION.

09:39:30 WE'LL BE SENDING THAT UP BEFORE THE DEADLINE OF MAY 1st.
 09:39:33 THE ITEM THAT WE HAVE ON THE AGENDA FOR TODAY IS CALLED
 09:39:37 PROGRESS REPORT ON THE LOCAL MITIGATION STRATEGY.
 09:39:39 AND THAT IS JUST ONE PART OF SEVERAL DOCUMENTS THAT WE'RE
 09:39:42 PUTTING TOGETHER FOR THIS DEADLINE.
 09:39:45 THE PROGRESS REPORT ON LOCAL MITIGATION STRATEGY, A LOT OF
 09:39:50 WORDS, BUT WHAT IT IS IS WE HAVE TO EXPLAIN TO ISO WHAT
 09:39:55 WE'VE BEEN DOING IN TERMS OF OUR FLOOD MITIGATION AND THE
 09:39:59 PROGRESS WE'VE MADE OVER THE PAST COUPLE OF YEARS TO DO THE

 09:40:02 THINGS THAT WE SAID WE WERE GOING TO DO.
 09:40:05 SO THERE IS WHAT IS CALLED A JOINT LOCAL MITIGATION
 09:40:09 STRATEGY.
 09:40:11 IT IS ACTUALLY ALL THE CITIES AND THE COUNTY HAVE JOINED
 09:40:15 TOGETHER AND THEY HAVE PREPARED THE JOINT LOCAL MITIGATION
 09:40:18 STRATEGY.
 09:40:18 AND THAT STRATEGY INCLUDES A LOT OF THINGS LIKE PURCHASING
 09:40:22 PROPERTIES, SHORT-TERM THINGS THAT YOU'RE DOING, HARDENING
 09:40:26 UP SHELTERS, EMERGENCY MANAGEMENT THINGS, LOTS OF DIFFERENT
 09:40:31 THINGS.
 09:40:31 THE COUNTY HAS PUT TOGETHER, THEY ARE STILL TRYING TO MEET
 09:40:34 THE MAY 1st DEADLINE AS WELL, SO THEY ARE PUTTING TOGETHER
 09:40:37 THIS UPDATE ON THIS LOCAL MITIGATION STRATEGY.
 09:40:40 IT'S ATTACHED IN YOUR DOCUMENT.
 09:40:41 IT IS A BIG TABLE THAT GOES ON FOR PAGES AND PAGES.
 09:40:46 WHAT WE HAVE ATTACHED IS OUR PROGRESS REPORT, WHICH IS JUST
 09:40:48 A FEW PAGES.
 09:40:49 BASICALLY, WHAT ARE YOU DOING FOR FLOOD MITIGATION.
 09:40:54 IN OUR PROGRESS REPORT, WE HAVE INCLUDED PROPERTIES THAT WE
 09:40:57 ACQUIRED, WHICH IS THE ESTERO ON THE RIVER PROPERTY, THE
 09:41:02 SOUTH SIDE OF THE PROPERTY THAT WE CHANGED THE COMPREHENSIVE
 09:41:05 PLAN, WE REZONED THE PROPERTY INTO PARKS SO THAT WE TAKE OUT
 09:41:09 OF THE DEVELOPMENT POTENTIAL OUT OF THAT PROPERTY.
 09:41:12 WE CAN CLAIM THAT FOR FLOOD MITIGATION.
 09:41:15 IT'S IN THE FLOODWAY AND THE FLOOD HAZARD FLOODPLAIN.

 09:41:19 WE ALSO INCLUDED THE RIVER OAKS PROPERTY THAT WE PURCHASED
 09:41:22 THAT WILL NOT BE DEVELOPED.
 09:41:24 THAT WILL BE USED FOR -- BY THE NATIVE PLANT SOCIETY.
 09:41:28 AND WE'RE KEEPING THAT AS GREENSPACE.
 09:41:30 AND THEN WE ALSO INCLUDED THE 72-ACRE SCHOOL SITE THAT WE
 09:41:35 PURCHASED THAT WAS GOING TO BE THE COMBINED MIDDLE AND
 09:41:38 ELEMENTARY SCHOOL THAT WOULD HAVE BEEN DEVELOPED THAT WE'RE
 09:41:41 GOING TO USE FOR STORMWATER.

09:41:43 WE ALSO INCLUDED IN OUR STRATEGY SOME OF THE PUBLIC WORKS
 09:41:48 PROJECTS WHICH ARE DAVID AND ROBERT WILEY, BROADWAY WEST
 09:41:51 UTILITIES EXPANSION PROJECT FOR WATER AND SEWER.
 09:41:55 AGAIN, THE SCHOOL DISTRICT SITE THAT WE'RE CALLING THE
 09:41:58 REGIONAL STORMWATER FACILITY, WE'VE INCLUDED THOSE AS FUTURE
 09:42:01 PROJECTS.
 09:42:02 THE WORK THAT WAS DONE WITH THE RAILWAY ON MAINTAINING THE
 09:42:07 DITCHES WHERE WE HAVE EASEMENTS AND WE GO IN AND MAINTAIN
 09:42:11 THOSE DITCHES SO THAT THEY DON'T CLOG UP AND CREATE MORE
 09:42:14 FLOODING.
 09:42:15 SO THOSE ARE THE MAIN THINGS THAT WE'VE INCLUDED AS OUR
 09:42:18 PROJECTS.
 09:42:19 BUT WE ALSO ADDED THIS YEAR THE TWO GRANTS THAT WE HAVE
 09:42:23 RECEIVED FROM THE HAZARD MITIGATION GRANTS.
 09:42:27 WE'VE GOT THE VULNERABILITY STUDY THAT WE'RE PUTTING
 09:42:30 TOGETHER NOW THAT I THINK IS ACTUALLY ON THE AGENDA TODAY,
 09:42:34 AND THE ECOHISTORIC PLANNING STUDY, SO WE CAN USE BOTH OF

 09:42:37 THOSE FOR FLOODPLAIN MITIGATION.
 09:42:40 SO WE'VE INCLUDED THAT IN THE DOCUMENTS THAT WE'RE GOING TO
 09:42:43 SEND FORWARD.
 09:42:44 AND THEN OUR SUBSTANTIAL DAMAGE ADMINISTRATIVE PROCEDURES
 09:42:47 MANUAL THAT WE PUT TOGETHER, I'LL TALK A LITTLE BIT ABOUT
 09:42:50 THAT LATER IN THE WORKSHOP.
 09:42:51 SO THESE ARE ALL DOCUMENTS THAT WE'RE INCLUDING IN WITH THE
 09:42:55 PROGRESS REPORT.
 09:42:56 WE'VE GOT OTHER ITEMS, TOO, THAT THE STAFF IS WORKING ON.
 09:42:59 THEY HAVE TO GO BACK AND REVIEW EVERY ELEVATION CERTIFICATE
 09:43:02 THAT WE'VE ISSUED OVER THE PAST YEAR, SUBTRACT AREAS THAT
 09:43:07 HAD MAP AMENDMENTS THROUGH FEMA AND THEN CHECK ALL THOSE
 09:43:12 NUMBERS.
 09:43:12 THAT IS A LARGE TASK.
 09:43:13 WE PREPARED AN AFTER-ACTION REPORT BECAUSE YOU EITHER HAVE
 09:43:17 TO DO HURRICANE MITIGATION EXERCISE OR DO AN AFTER-ACTION
 09:43:21 REPORT.
 09:43:22 WE DID ONE FOR HELENE AND MILTON, SO WE'VE GOT THE HELENE
 09:43:26 SAMPLE TO INCLUDE IN THE PACKET.
 09:43:28 THERE WILL BE A LOT OF INFORMATION INCLUDED IN THIS PACKET.
 09:43:31 BUT FOR THE PROGRESS REPORT, WE NEED TO HAVE A VOTE TO
 09:43:34 APPROVE IT AND SEND IT FORWARD.
 09:43:36 EVERYTHING ELSE WE CAN JUST PACKAGE UP.
 09:43:39 IF YOU DON'T HAVE ANY QUESTIONS OR IF YOU DO, I'M HAPPY TO
 09:43:42 ANSWER THEM.

09:43:44 >>Jeff Hunt: THE TIMING ON THIS LOOKS LIKE SIX WEEKS.
 09:43:47 YOU'VE GOT A NOTE MARCH 14, DUE MAY 1.
 09:43:50 IS THAT A TYPICAL SIX-WEEK TURNAROUND FOR SOMETHING THIS
 09:43:54 BIG?
 09:43:55 >>Mary Gibbs: IT'S NOT SURPRISING.
 09:43:57 WE DO KNOW IN THE BACK OF OUR MIND, USUALLY AROUND MAY 1st
 09:44:01 WE'LL HEAR FROM THEM.
 09:44:03 FOR INSTANCE, WHEN I GET INTO THE SDAP LATER, THAT WAS A BIG
 09:44:09 SURPRISE.
 09:44:09 THEY GAVE US UNTIL NOVEMBER TO PUT SOMETHING TOGETHER THAT
 09:44:13 PROBABLY SHOULD HAVE TAKEN A YEAR TO DO.
 09:44:15 STAFF ISN'T SHOCKED ABOUT THAT, BUT IT DOES CREATE A LITTLE
 09:44:18 BIT OF A SCRAMBLE.
 09:44:21 >>Jeff Hunt: THANK YOU.
 09:44:22 >>Mayor Ribble: ANY OTHER QUESTIONS?
 09:44:23 IS THERE ANY PUBLIC COMMENT?
 09:44:25 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
 09:44:28 >>Mayor Ribble: I'LL ENTERTAIN A MOTION.
 09:44:30 COUNCILMAN LOPEZ, SECONDED BY VICE-MAYOR ZALUCKI.
 09:44:36 PLEASE CALL THE ROLL.
 09:44:39 >>Jeff Hunt: AYE.
 09:44:41 >>Jon McLain: AYE.
 09:44:46 >>Lori Fayhee: AYE.
 09:44:47 >>Rafael Lopez: AYE.
 09:44:47 >>Jim Ward: AYE.

 09:44:49 >>Vice-Mayor Zalucki: AYE.
 09:44:49 >>Mayor Ribble: AYE.
 09:44:50 ITEM 6B, VULNERABILITY ASSESSMENT CONTRACT.
 09:44:58 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
 09:45:01 >>Steven Sarkozy: YES, THANK YOU, MADAM MAYOR.
 09:45:03 THE COUNCIL WILL RECALL THAT THE VILLAGE HAS RECEIVED
 09:45:06 ACTUALLY TWO GRANTS THROUGH THE CDBG-DR, DISASTER RECOVERY
 09:45:13 PROGRAM, THE \$1.1 BILLION THAT WAS ALLOCATED FROM HUD TO LEE
 09:45:18 COUNTY FOR RESPONSE TO EMERGENCY PREPAREDNESS AND RECOVERY
 09:45:26 FROM THE RECENT HURRICANES.
 09:45:28 THE FIRST OF THOSE IS OUR VULNERABILITY ASSESSMENT, WHICH IS
 09:45:33 IN THE AMOUNT OF \$450,000 FROM THE CDBG DR THROUGH THE
 09:45:40 COUNTY.
 09:45:40 THE VULNERABILITY ASSESSMENT ITEM WAS SCOPED OUT AND BID,
 09:45:46 AND WE GOT SEVEN VERY SUBSTANTIAL PROPOSALS.
 09:45:54 AND THE STAFF REVIEW COMMITTEE IDENTIFIED APTIM
 09:45:59 ENVIRONMENTAL AND INFRASTRUCTURE CORPORATION AS THE TOP
 09:46:02 PERFORMING OR TOP RESPONDING FIRM.

09:46:06 THEY'VE SUBMITTED THEIR PROPOSAL.
 09:46:09 THAT'S INCLUDED IN YOUR COUNCIL PACKET.
 09:46:13 WHAT I'D LIKE TO DO IS HAVE DAVID WILLEMS COME UP.
 09:46:17 DAVID WILL BE THE PRIMARY STAFF PERSON COORDINATING THIS
 09:46:20 ACTIVITY.
 09:46:22 IT'S GOT ABOUT A TWO-YEAR DURATION FROM START TO FINISH, BUT
 09:46:27 DAVID CAN DESCRIBE THE SCOPE AND THE GENERAL TIMELINE.

09:46:31 DAVID.
 09:46:32 >>David Willems: THANK YOU.
 09:46:33 GOOD MORNING.
 09:46:34 THIS WAS BEFORE VILLAGE COUNCIL AT THE MARCH 19 MEETING
 09:46:38 WHERE COUNCIL APPROVED THE EVALUATION COMMITTEE'S RANKING OF
 09:46:42 HAVING APTIM AS NUMBER ONE OVER THE LAST MONTH OR SO.
 09:46:46 VILLAGE STAFF HAS WORKED WITH APTIM TO COME UP WITH THE
 09:46:49 SCOPE AND FEE THAT WORKS FOR THE VILLAGE AND GETS US TO
 09:46:53 WHERE WE NEED TO BE.
 09:46:54 WHAT THIS PROJECT IS GOING TO DO IS IT'S GOING TO LOOK AT
 09:46:57 THE VILLAGE AS A WHOLE, INCLUDING ANY OUTSIDE IMPACTS, WATER
 09:47:02 THAT'S COMING FROM UPSTREAM AND THEN ALSO STORM SURGE,
 09:47:05 CLIMATE CHANGE, JUST ANY VULNERABLE FROM THE ENVIRONMENT
 09:47:09 THAT COULD IMPACT THE VILLAGE.
 09:47:10 THEY ARE GOING TO IDENTIFY THOSE AND THEN FIGURE OUT WHICH
 09:47:14 AREAS ARE THE MOST SUSCEPTIBLE TO THOSE IMPACTS.
 09:47:19 AS THE SECOND PART OF THE PROJECT, WHAT THEY ARE GOING TO DO
 09:47:21 IS TAKE THOSE AREAS THAT ARE VULNERABLE AND TRY TO COME UP
 09:47:23 WITH WAYS TO MAKE THEM LESS VULNERABLE.
 09:47:26 THAT COULD BE FROM ENGINEERING TYPE PROJECTS, POLICIES THAT
 09:47:31 THE COUNCIL MAYBE ENACTS.
 09:47:33 THERE ARE A LOT OF DIFFERENT THINGS TO MAKE IT LESS
 09:47:36 VULNERABLE.
 09:47:36 AND THEN AS A TAG-ON TO THIS, WHICH IS A LITTLE BIT
 09:47:40 DIFFERENT THAN MOST VULNERABILITY ASSESSMENTS, WE'RE

09:47:44 ACTUALLY DOING KIND OF A STORMWATER MASTER PLAN UPDATE WITH
 09:47:47 THE PROJECT, A LOT OF VULNERABILITY ASSESSMENTS DON'T GET
 09:47:49 INTO THAT KIND OF DETAIL.
 09:47:51 THEY JUST USE KIND OF BIG-PICTURE DATA INFORMATION TO COME
 09:47:56 UP WITH THEIR VULNERABILITIES.
 09:47:58 BUT WE'RE ACTUALLY GOING TO DO THE MODELING TO BE A LITTLE
 09:48:00 MORE ACCURATE ON THE STORMWATER PART OF IT.
 09:48:03 BECAUSE THE MASTER PLAN WE DID IS NOW FIVE OR SIX YEARS OLD.
 09:48:06 THERE ARE THINGS THAT CHANGE.
 09:48:08 THAT MODEL DIDN'T INCLUDE STORM SURGE, WHICH NOW WE KNOW

09:48:11 WITH HURRICANE IAN THAT STORM SURGE IS A BIG VULNERABILITY
 09:48:14 THAT WE HAVE.
 09:48:15 SO IT'S GOING TO UPDATE ALL OF THAT.
 09:48:17 AND THEN THE OTHER THING THAT WE'RE GOING TO DO, WHICH
 09:48:20 RELATES A LITTLE BIT TO WHAT MARY WAS TALKING ABOUT, JUST
 09:48:23 THE FEMA PART OF IT, IS WE'RE ACTUALLY GOING TO TRY TO GO TO
 09:48:26 THE AREAS THAT DON'T HAVE THE ELEVATION CERTIFICATES AND
 09:48:32 ACTUALLY THIS CONSULTANT WILL PRODUCE THOSE FOR THE
 09:48:35 PROPERTIES.
 09:48:35 WHAT THAT DOES IS IT ALLOWS THE VILLAGE TO REALLY UNDERSTAND
 09:48:39 WHAT ELEVATION THE HOMES ARE AND THE DIFFERENT
 09:48:42 INFRASTRUCTURE IS.
 09:48:43 ONE SO THAT WE UNDERSTAND BETTER WHAT THE VULNERABILITIES
 09:48:46 ARE AND HOW TO ADDRESS THOSE.
 09:48:48 AND THEN WITH HURRICANE RESPONSE, WE KNOW WHICH PROPERTIES

 09:48:53 WOULD LIKELY BE IMPACTED.
 09:48:54 WHAT YOU HAVE BEFORE YOU IS THE ACTUAL CONTRACT, THE SCOPE
 09:48:58 AND FEE.
 09:49:00 ONCE THIS IS APPROVED, THE CONSULTANT IS GOING TO GET
 09:49:04 STARTED GETTING THE DATA TOGETHER SO THAT THEY ARE ABLE TO
 09:49:07 DO THE ANALYSIS AND THE REPORT.
 09:49:10 THERE IS -- A BIG PART OF THIS IS PUBLIC INVOLVEMENT.
 09:49:13 THERE ARE A COUPLE OF MEETINGS ACTUALLY WITH THE GENERAL
 09:49:15 PUBLIC, FIRST INTRODUCE THEM TO WHAT THE PROJECT IS AND HOW
 09:49:19 IT MIGHT IMPACT THEM AS A RESIDENT.
 09:49:22 AND THEN LATER ONES TO GET INFORMATION AND PRESENT THE
 09:49:25 FINDINGS OF THE REPORT AND ANSWER ANY QUESTIONS.
 09:49:29 THE IDEA OF THIS IS THAT WE'RE GOING TO KNOW WHAT THE
 09:49:32 IMPACTS ARE.
 09:49:34 SO THAT'S HOW IT HELPS THE RESIDENT, BUT IT HELPS THE
 09:49:36 VILLAGE ITSELF IN THAT IT OPENS THE VILLAGE UP TO ADDITIONAL
 09:49:39 FUNDING SOURCES THROUGH THE STATE.
 09:49:42 THIS REPORT IS GOING TO COMPLY WITH THE STATE REQUIREMENTS
 09:49:45 FOR US TO SUBMIT FOR RESILIENCY GRANTS.
 09:49:50 >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 09:49:54 >>Jim Ward: WILL THE VILLAGE BE WORKING WITH GATED
 09:49:56 COMMUNITIES IN THIS EFFORT?
 09:49:58 >>David Willems: ABSOLUTELY.
 09:49:59 ABSOLUTELY.
 09:49:59 WE SAW WITH HURRICANE IAN THAT THE BIGGEST IMPACT WAS REALLY

 09:50:05 ALONG BROADWAY.
 09:50:06 BUT SOME OF THE OTHER VULNERABILITIES LIKE RAINFALL FLOODING

09:50:09 TENDS TO IMPACT THE GATED COMMUNITIES MORE.
 09:50:12 SO IT'S GOING TO BE A HOLISTIC APPROACH.
 09:50:14 EVERYBODY IN THE VILLAGE, WE'LL TRY TO GET INPUT FROM
 09:50:18 EVERYBODY IN THE VILLAGE.
 09:50:19 >>Jim Ward: CDDs AS WELL I WOULD SUSPECT.
 09:50:23 >>David Willems: YES, EVERYBODY.
 09:50:25 >>Jon McLain: DAVID, WHEN WE DID OUR FIRST STORMWATER
 09:50:27 MODELING THING, JR EVANS DID THAT.
 09:50:30 WILL THEY BE INVOLVED AS YOU UPDATE THIS?
 09:50:32 IT'S A GOOD IDEA, BUT IN OUR HANDS TOTALLY AND WE CAN UPDATE
 09:50:37 ANY WAY WE WANT OR WOULD JR EVANS BE INVOLVED?
 09:50:40 >>David Willems: NO, JR EVANS WOULD NOT BE INVOLVED DIRECTLY
 09:50:43 IN THIS.
 09:50:44 THERE IS PART OF THE TEAM -- THE BIG PART WITH JR EVANS WAS
 09:50:48 THE MODELING PART.
 09:50:49 THE TEAM HERE HAS A MODELER THAT'S VERY FAMILIAR WITH THIS
 09:50:53 WATERSHED.
 09:50:54 SOME OF THE MODELS THAT THE JR EVANS WORK WAS BASED ON WAS
 09:50:58 DONE BY THIS MODELER.
 09:51:00 HE'S VERY EXPERIENCED AND ABLE TO DO WHAT WE NEED FOR THIS
 09:51:05 PROJECT.
 09:51:05 >>Jon McLain: GOOD.
 09:51:07 THANK YOU.

 09:51:07 >>Mayor Ribble: ANYTHING ELSE?
 09:51:08 A MOTION TO APPROVE THE CONTRACT?
 09:51:11 >>Carol Sacco: ONE SECOND.
 09:51:11 >>Mayor Ribble: I'M SORRY.
 09:51:12 ANY PUBLIC COMMENT?
 09:51:13 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
 09:51:16 >>Mayor Ribble: THANK YOU.
 09:51:18 COUNCILWOMAN FAYHEE MADE THE MOTION.
 09:51:20 CAN I HAVE A SECOND?
 09:51:21 COUNCILMAN LOPEZ.
 09:51:22 PLEASE CALL THE ROLL.
 09:51:24 >>Jim Ward: AYE.
 09:51:26 >>Rafael Lopez: AYE.
 09:51:28 >>Lori Fayhee: AYE.
 09:51:30 >>Jon McLain: AYE.
 09:51:31 >>Jeff Hunt: AYE.
 09:51:33 >>Vice-Mayor Zalucki: AYE.
 09:51:33 >>Mayor Ribble: AYE.
 09:51:34 ITEM 6C, ESTERO SPORTS PARK CONSTRUCTION MANAGER AT RISK
 09:51:44 CONTRACT.

09:51:44 STEVE, WOULD YOU INTRODUCE US TO THIS?
 09:51:47 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:51:48 AS THE COUNCIL IS WELL AWARE, WE HAVE A VERY COMPLICATED
 09:51:52 PROJECT PROCEEDING WITH THE DEVELOPMENT OF OUR SPORTS PARK
 09:51:57 AND ENTERTAINMENT CENTER.

09:51:58 THE HUNDRED-ACRE SITE JUST WEST OF THE HIGH SCHOOL IS
 09:52:04 OCCUPYING A LOT OF OUR TIME, AND WE ARE ON A CRITICAL PATH
 09:52:08 TO GET THE WHOLE PROJECT MOVING FORWARD THROUGH
 09:52:14 CONSTRUCTION.
 09:52:15 COUNCIL WILL REMEMBER THAT WE HAD AN ADJUSTMENT IN THE
 09:52:20 TIMELINE WHEN WE WERE ABLE TO SECURE THE 25-ACRE PURCHASE OF
 09:52:24 PROPERTY FROM LEE COUNTY.
 09:52:26 THAT PURCHASE AND SOMEWHAT DELAYS IN THE FINAL CLOSING
 09:52:33 ATTRIBUTABLE TO THE COUNTY HAS PUT US IN A POSITION WHERE WE
 09:52:35 ARE STILL TRYING TO GET THE PROJECT UP AND MOVING AND COMPLY
 09:52:41 WITH PROVIDING PAD READY FOR HIGH 5 IN THE VERY NEAR FUTURE.
 09:52:46 THIS PROJECT HAS GONE THROUGH THE PROCESS.
 09:52:52 AND WHAT WE'RE PROPOSING HERE IS A CONSTRUCTION MANAGER AT
 09:52:56 RISK CONTRACT WITH SUFFOLK CONSTRUCTION IN THE AMOUNT OF
 09:52:59 \$4,743,487.
 09:53:03 THERE'S ALSO A CONTINGENCY AMOUNT CONSISTENT WITH OUR
 09:53:08 PURCHASING POLICIES.
 09:53:10 WHAT I'D LIKE TO DO IS HAVE FIRST DAVID WILLEMS DESCRIBE THE
 09:53:15 PROCESS AND THEN MICHAEL COMPARATO ALSO THEN PROVIDE THE
 09:53:23 TIMELINE AND THE CRITICAL PATH FOR SOME OF THE PROJECT.
 09:53:27 DAVID.
 09:53:28 >>David Willems: GOOD MORNING AGAIN.
 09:53:29 I'M JUST GOING TO GO OVER WHAT SUFFOLK IS GOING TO DO AND
 09:53:33 THE PROCESS THERE.
 09:53:34 THIS IS SIMILAR TO THE PREVIOUS AGENDA ITEM.

09:53:36 VILLAGE STAFF HAD AN EVALUATION COMMITTEE THAT RANKED THE
 09:53:41 FIRMS AND SUFFOLK WAS DETERMINED TO BE THE NUMBER ONE TEAM
 09:53:46 AND VILLAGE COUNCIL AT A PREVIOUS MEETING APPROVED THAT
 09:53:49 RANKING.
 09:53:50 SO OVER THE LAST MONTH OR TWO, VILLAGE STAFF AND VIESTE HAVE
 09:53:55 BEEN WORKING WITH SUFFOLK TO COME UP WITH A SCOPE AND FEE TO
 09:53:58 BASICALLY GET FROM US THIS POINT, THIS CONTRACT WILL GET US
 09:54:03 ALL THE WAY THROUGH DESIGN AND PERMITTING OF THE ENTIRE PARK
 09:54:06 ITSELF.
 09:54:07 WHEN YOU LOOK AT THE CONTRACT, YOU'LL NOTICE THAT WE DID
 09:54:09 SPLIT IT UP INTO PHASES BECAUSE WE DON'T EXPECT TO HAVE
 09:54:14 WITHIN THE NEXT COUPLE OF YEARS, WE DON'T EXPECT TO HAVE ALL

09:54:18 THE FUNDING NEEDED TO BUILD THE ENTIRE PROJECT.
 09:54:20 SO WHAT THAT PHASING ALLOWS US TO DO IS GET TO THE POINT
 09:54:24 WHERE WE HAVE THE DOLLARS AND THEN WE CAN ACTUALLY STOP THE
 09:54:27 CONTRACT.
 09:54:27 SO, FOR EXAMPLE, IF WHEN WE'RE WORKING WITH SUFFOLK WE
 09:54:32 DETERMINE THAT PHASE THREE WE'RE NOT GOING TO HAVE THE MONEY
 09:54:35 TO DO PHASE THREE, WE JUST WON'T DO THAT PART OF IT.
 09:54:38 EVEN THOUGH WE ARE SIGNING THE CONTRACT TODAY, THERE'S STILL
 09:54:41 TIME AND SPACE TO NOT DO PARTS.
 09:54:44 WE'RE NOT BUYING THE WHOLE THING AT THIS POINT.
 09:54:46 BUT WHAT IT DOES DO, IF WE DO HAVE THE FUNDING, WE'RE ABLE
 09:54:49 TO GO ALL THE WAY THROUGH TO GET TO THE GMP SO THEY ARE ABLE
 09:54:52 TO START CONSTRUCTION.

09:54:54 YOU'LL NOTICE THAT PHASE ONE IS REALLY SOME PRELIMINARY
 09:54:57 WORK.
 09:54:57 WHAT THAT DOES IS GETS US TO REALLY A MUCH MORE REFINED
 09:55:03 CONCEPT.
 09:55:04 WHAT YOU HAVE BEFORE YOU IS THE CONCEPT PLAN.
 09:55:07 IT'S PROBABLY VERY CLOSE TO WHAT WOULD BE BUILT.
 09:55:09 BUT THERE ARE STILL DETAILS TO WORK OUT.
 09:55:11 EXACTLY WHAT ARE THE SIZES OF THE BUILDINGS?
 09:55:14 HOW DO THE BUILDINGS RELATE?
 09:55:16 DO WE HAVE ENOUGH RESTROOMS?
 09:55:18 THAT'S WHAT THE FIRST PHASE WILL DO IS REFINE THE SITE PLAN
 09:55:21 SO WHEN WE GO INTO THE OTHER PHASES, THERE'S NOT A WHOLE LOT
 09:55:24 OF MOVING AROUND.
 09:55:25 WE ALREADY KNOW WHAT IT'S GOING TO BE.
 09:55:27 IT ALSO INCLUDES A PATTERN BOOK, WHICH WILL REALLY ESTABLISH
 09:55:32 WHAT THE SPORTS PARK WILL LOOK LIKE.
 09:55:36 IT WILL GET INTO THE ARCHITECTURE, LANDSCAPING, AND THINGS
 09:55:38 LIKE THAT.
 09:55:39 THAT WILL BE BROUGHT TO VILLAGE COUNCIL AND LIKELY THE
 09:55:41 PLANNING AND ZONING AND DESIGN REVIEW BOARD FOR INPUT.
 09:55:46 AFTER THAT, THE HIGH 5 IS REALLY THE FOCUS.
 09:55:48 WE REALLY NEED TO GET THAT UP AND RUNNING.
 09:55:51 AND THE ENTRANCE TO HIGH 5 IS ACTUALLY ON THE SPORTS PARK
 09:55:55 PROPERTY.
 09:55:55 THAT'S WHY THAT TASK 2, WHICH IS PHASE 1, IS SPLIT OFF.

09:56:00 THE IDEA IS THAT WE GET THAT OUT IN FRONT OF EVERYTHING ELSE
 09:56:03 SO THAT ALL THE IMPROVEMENTS OFF VIA COCONUT, THE ENTRANCE
 09:56:07 OFF OF VIA COCONUT, THE ROUNDABOUT, AND THEN THAT CONNECTOR
 09:56:10 ROAD THAT GOES ALL THE WAY DOWN TO WILLIAMS GETS BUILT WITH

09:56:14 THAT PHASE.
 09:56:15 IT ALSO INCLUDES THE POND AND TWO LONG FIELDS, GRASS LONG
 09:56:21 FIELDS FOR NOW.
 09:56:22 AND WHAT THAT DOES, THAT ALLOWS US TO GET ALL THE
 09:56:25 REQUIREMENTS THAT WE HAVE WITH THE COUNTY AND THE SCHOOL
 09:56:29 DISTRICT FULFILLED SO THAT WE'RE ABLE TO START CONSTRUCTION
 09:56:33 ON THE DRIVING RANGE WHENEVER THAT P 3 COMES INTO PLAY.
 09:56:38 THAT'S WHY THAT'S ALL THE FIRST PHASE IS TO GET THAT GOING
 09:56:41 SO THAT THOSE THINGS CAN GET MOVING AS WELL.
 09:56:44 AND YOU'LL LOOK AT THE SECOND ONE, THE SECOND PHASE, WHICH
 09:56:47 IS TASK THREE, THAT'S REALLY THE LONG FIELDS AND THE MAIN
 09:56:51 SPINE ROAD AND THE LAWNS.
 09:56:52 SO THAT GETS A LOT OF THAT INFRASTRUCTURE THERE.
 09:56:56 LIKELY WE EXPECT TO BE ABLE TO DO PART OF THAT ONCE SUFFOLK
 09:57:01 GETS INTO THE COST ESTIMATING, WE'LL KNOW A LITTLE MORE
 09:57:04 DETAIL IN THE NEXT COUPLE OF MONTHS.
 09:57:05 THE LAST PHASE IS THE BASEBALL/SOFTBALL FIELD AND ADDITIONAL
 09:57:10 IMPROVEMENTS TO THE STADIUM.
 09:57:12 EMBEDDED IN ALL OF THIS IS THE WORK THAT SUFFOLK IS GOING TO
 09:57:15 BE DOING, WHICH IS A LOT OF COST ESTIMATING AND A LOT OF
 09:57:19 PROJECT SCHEDULE.

 09:57:20 SO ONE OF THE FIRST THINGS THEY'LL DO IS START WORKING ON
 09:57:23 THAT SO WE CAN PLAN ALL THE WAY THROUGH TO THE END OF THE
 09:57:26 PROJECT.
 09:57:27 IT'S ALWAYS BETTER FOR THE CONTRACTOR TO BE DOING THAT
 09:57:31 RATHER THAN THE ENGINEER JUST BECAUSE THEY ARE MUCH MORE
 09:57:34 PLUGGED INTO THE MARKET AND UNDERSTAND HOW LONG EACH OF
 09:57:37 THOSE ITEMS WILL TAKE.
 09:57:38 JUST UNDERSTAND THAT THERE IS A LOT OF BACK AND FORTH WITH
 09:57:42 THE COUNCIL IN HERE.
 09:57:43 AS WE GET TO THESE PHASES, WE WILL BE PRESENTING DESIGNS TO
 09:57:48 COUNCIL SO YOU KNOW EXACTLY WHAT'S HAPPENING AS WE'RE GOING
 09:57:50 THROUGH THIS.
 09:57:51 WITH THAT, I CAN ANSWER ANY QUESTIONS.
 09:57:56 >>Vice-Mayor Zalucki: THANK YOU, DAVID, FOR THE UPDATE.
 09:57:59 A QUESTION ON TIMING.
 09:58:00 I NOTICE THE PHASES DON'T HAVE TIMES ON THEM.
 09:58:02 EACH INDIVIDUAL PHASE.
 09:58:03 HOWEVER, ON PAGE 4, YOU HAVE ENTRY ROAD DESIGN COMPLETE BY
 09:58:08 OCTOBER 31st, '25.
 09:58:09 WHEN CAN HIGH 5 START THE CONSTRUCTION?
 09:58:11 YOU SAID PHASE ONE, IS IT GOING TO BE BEFORE --
 09:58:15 >>David Willems: IT'S BEFORE THAT.

09:58:16 HIGH 5 CAN START CONSTRUCTION -- THEIR START OF CONSTRUCTION
 09:58:20 IS NOT CONTINGENT ON THE SPORTS PARK AT ALL.
 09:58:23 THEIR SITE ITSELF IS SELF-SUFFICIENT.

09:58:26 THEY ARE ABLE TO START THE BUILDING EVEN IF WE DON'T DO
 09:58:29 ANYTHING ON THE SPORTS PARK, THEY ARE ABLE TO START
 09:58:32 CONSTRUCTION OF THE BUILDING.
 09:58:34 THAT'S WHY IT IS PHASED THE WAY IT IS.
 09:58:37 >>Vice-Mayor Zalucki: GOTCHA.
 09:58:38 FOR THEM TO OPEN, WHERE DO YOU PREDICT THEM OPENING, PHASE
 09:58:41 TWO OR THREE?
 09:58:42 >>David Willems: PHASE ONE.
 09:58:43 THAT'S WHY WE ARE DOING PHASE ONE.
 09:58:46 IT WILL ACTUALLY BE DURING PHASE ONE BECAUSE FOR THEM TO
 09:58:50 OPEN, WE JUST NEED THE ROAD AND THE POND AND THE LONG FIELDS
 09:58:55 CAN HAPPEN LATER.
 09:58:56 THE FOCUS FOR THE PHASE ONE IS THE ENTRY ROAD.
 09:59:00 THAT WILL BE DONE, AND THEN THEY'LL FINISH THE POND AT SOME
 09:59:03 OTHER POINT.
 09:59:06 >>Vice-Mayor Zalucki: THANK YOU.
 09:59:07 >>Jon McLain: ON THAT ROAD, IS IT GOING TO BE A FINISHED
 09:59:09 ROAD OR WILL IT BE A PRE --
 09:59:12 >>David Willems: IT WILL BE FINISHED.
 09:59:14 I SUSPECT THE FINAL LIFT WON'T BE PUT ON THE ROAD UNTIL THE
 09:59:19 PROJECT IS FINISHED, BUT IT WILL BE WHERE IT IS GOING.
 09:59:22 THE CURBS WILL ALL BE THERE.
 09:59:24 LIKELY THE LANDSCAPING WILL BE THERE.
 09:59:25 THE IRRIGATION.
 09:59:26 >>Jon McLain: HIGH 5 CAN'T START THEIR CONSTRUCTION UNTIL WE

09:59:29 HAVE THAT AT LEAST PRELIMINARY ROAD IN?
 09:59:32 >>David Willems: NO.
 09:59:34 THEY CAN START CONSTRUCTION ONCE BASICALLY THEY HAVE THE
 09:59:36 DESIGN AND PERMIT THE BUILDING.
 09:59:39 >>Jon McLain: THEY CAN START TOMORROW.
 09:59:40 >>David Willems: YEAH, WELL, WHENEVER THEY GET THEIR STUFF
 09:59:43 IN.
 09:59:44 >>Jon McLain: SOONER THE BETTER.
 09:59:45 I HAVE A COUPLE OF QUESTIONS ABOUT PHASE ONE AND THE TWO
 09:59:49 GRASS FIELDS.
 09:59:50 I UNDERSTAND THAT'S WHERE THE DRIVING RANGE IS GOING TO BE.
 09:59:55 PHASE ONE, THEY REALLY HAVE TO RELOCATE THOSE UP INTO THE
 09:59:58 TOP FIELDS, IS THAT CORRECT?
 10:00:02 >>David Willems: YEAH.

10:00:02 IF YOU LOOK WHAT'S BEFORE YOU, THE NUMBER 27 AT THE VERY TOP
 10:00:05 OF THE DRAWING, THE GRAY BOX, SO RIGHT NOW, THAT'S ACTUALLY
 10:00:10 A FIELD.
 10:00:12 IT'S A FIELD THAT THEY USE.
 10:00:14 AND WHAT WE WOULD PROPOSE -- LET ME BACK UP.
 10:00:18 SO WHERE THE DRIVING RANGE IS, IS THE POP WARNER FIELDS.
 10:00:22 BY THE SALES AGREEMENT WITH THE COUNTY, WE HAVE TO MAINTAIN
 10:00:25 AT LEAST THREE LONG FIELDS FOR PUBLIC USE.
 10:00:28 SO IT'S -- THE REASON THEY ARE DOING THAT, IT'S THOSE TWO
 10:00:32 FIELDS PLUS THE ONE UP BY 27.
 10:00:34 SO WHAT THE VILLAGE IS PROPOSING TO DO IS LEAVE 27, SO THAT

 10:00:38 WILL STILL BE A FIELD DURING CONSTRUCTION, AND THAT WILL
 10:00:41 ONLY GO AWAY WHENEVER WE HAVE A P-3 THAT CAN GO IN THERE.
 10:00:47 THAT WILL REMAIN A FIELD.
 10:00:48 WE ALREADY HAVE THE STADIUM.
 10:00:49 SO THAT GIVES US TWO PUBLIC FIELDS AND WE JUST NEED ONE
 10:00:53 MORE.
 10:00:53 WHAT WE'LL DO IS THAT FIELD, THAT GRASSED AREA JUST NORTH OF
 10:00:56 THE STADIUM.
 10:00:57 IT'S GOING TO BE LIKE A MULTIPURPOSE GRASS FIELD.
 10:01:01 WE'LL BUILD THAT AS PART OF PHASE ONE SO THAT ACTS AS THE
 10:01:04 THIRD FIELD THAT WE NEED TO PROVIDE BY CONTRACT.
 10:01:06 AND ONCE THOSE ARE BUILT, THEN WE CAN START CONSTRUCTION OF
 10:01:12 THE DRIVING RANGE.
 10:01:16 >>Jon McLain: IN PHASE TWO, TALKS ABOUT THREE LONG FIELDS,
 10:01:20 THAT IS THE --
 10:01:21 >>David Willems: THE TURF FIELDS ALONG THE TOP, YES.
 10:01:29 >>Mayor Ribble: ANY OTHER QUESTIONS?
 10:01:30 ANY PUBLIC COMMENT?
 10:01:31 I'M SORRY.
 10:01:34 >>Jim Ward: I NOTICED THE FINANCIAL IMPACT IS LISTED AT 5.2,
 10:01:37 AND THERE IS A COMMENT THAT WE HAD 7.2 MILLION IN THE
 10:01:39 BUDGET.
 10:01:40 IS THERE ANYTHING OTHER THAN THIS DESIGN AND REVIEW IN THE
 10:01:45 BUDGET THAT ENCOMPASSES THE 7.2?
 10:01:50 >>David Willems: WHEN WE DID THAT OVER A YEAR AGO, WE HAD A

 10:01:53 CERTAIN UNDERSTANDING OF WHAT WAS GOING ON.
 10:01:55 HONESTLY, THAT HAS ALL CHANGED.
 10:01:58 AT THAT POINT, WE DIDN'T OWN THE COUNTY PROPERTY.
 10:02:03 I THINK WE MAY HAVE ALMOST JUST BEEN WORKING ON THE SCHOOL
 10:02:06 DISTRICT LEASE.
 10:02:08 IT WAS TRYING TO PLAN FORWARD WITH WHAT WE COULD DO.

10:02:11 THAT'S WHY THE MONEY WAS THERE.
 10:02:13 IT WAS A PLACE HOLDER FOR WHAT WE'RE ENVISIONING HERE, WHICH
 10:02:16 WOULD BE THE DESIGN AND PERMITTING AND ANYTHING ELSE THAT WE
 10:02:19 WOULD NEED TO GET --
 10:02:21 >>Jim Ward: I'M TRYING TO GET A SENSE OF WHAT ELSE WOULD
 10:02:23 COME INTO THAT 7.2 MILLION THAT'S STILL --
 10:02:26 >>David Willems: THIS YEAR, I DON'T THINK THERE'S ANY
 10:02:29 ADDITIONAL FUNDS.
 10:02:29 THIS GETS US THROUGH THAT.
 10:02:35 >>Mayor Ribble: ANYTHING ELSE?
 10:02:37 >>Steven Sarkozy: MICHAEL, IF YOU COULD TALK ABOUT THE HIGH
 10:02:38 5 AGREEMENT AND WHERE WE ARE AT WITH THAT ONE AND THE
 10:02:41 TIMING.
 10:02:42 >>Michael Comparato: GOOD MORNING, COUNCIL.
 10:02:44 TO STEVE'S POINT, IF I CAN MAKE THIS CURSOR WORK.
 10:02:50 GUESS I CAN'T.
 10:02:51 TO STEVE'S POINT, WHERE WE ARE WITH HIGH 5, THE PUBLIC
 10:02:55 IMPROVEMENT AGREEMENT WAS AMENDED BY APPROVAL OF COUNCIL.
 10:02:58 THAT WAS SENT BACK TO THEM, AND WE JUST FORWARDED THEM THE

 10:03:02 COMMON AREA MAINTENANCE AGREEMENT TO CLOSE ALL OF THAT OUT.
 10:03:05 OUR INTENT BASED ON THE AMENDMENT IS TO CLOSE ON THE
 10:03:09 PROPERTY ON OR BEFORE THE 25th OF THIS MONTH, WHICH WOULD
 10:03:12 BE IN A WEEK OR TWO.
 10:03:13 RIGHT NOW WE'RE FINDING PLANS AND GETTING READY FOR
 10:03:20 FOUNDATION START.
 10:03:23 WE HAVE TS TO CROSS AND IS TO DOT INTERNALLY WITH THE
 10:03:28 DEVELOPMENT ORDER, BUT THEY SHOULD BE READY TO GO BY MAY OR
 10:03:32 SO AT THE LATEST.
 10:03:33 IF YOU REMEMBER, BACK TO DAVID'S POINT AND YOUR QUESTION
 10:03:35 ABOUT THE TIMING OF HIGH 5, VIS-A-VIS THE SPORTS PARK, YOU
 10:03:40 MAY RECALL THAT COUNCIL HAS ALREADY APPROVED A CONSTRUCTION
 10:03:43 AGREEMENT WITH WRIGHT CONSTRUCTION FOR THE ENTERTAINMENT
 10:03:45 CAMPUS, THE 20 ACRES.
 10:03:47 THAT'S MUTUALLY EXCLUSIVE OF THE WORK THAT SUFFOLK IS DOING
 10:03:51 FOR US ON THE SPORTS PARK CAMPUS AND CONCURRENT AT THE SAME
 10:03:54 TIME.
 10:03:55 SO WHAT WE HAVE TO DO TO GET HIGH 5 READY TO GO VERTICAL IS
 10:03:58 WE HAVE TO GET THEM PAD READY.
 10:04:00 AS THE COUNTY, AS YOU MAY RECALL, WE AMENDED SOME OF THE
 10:04:03 WORK THAT RWA AND WRIGHT WAS DOING ON THE ENTERTAINMENT
 10:04:07 CAMPUS TO ACCOMMODATE KIND OF A REVERSAL, A FRONT DOOR, IF
 10:04:10 YOU WILL, TO ORIENT TOWARDS THE SPORTS PARK CAMPUS NOW.
 10:04:14 AS A RESULT, WE HAVE TO KIND OF RECONTOUR THE LAKE AND FLIP

10:04:18 THE HIGH 5 BUILDING FACING NORTH, WHEREAS BEFORE IT WAS

10:04:22 SOUTH.

10:04:22 BY THE TIME WE GET WRIGHT RECONSTRUCTED -- OR REMOBILIZED TO

10:04:27 RECONSTRUCT THE SITE, WE'RE ANTICIPATING I BELIEVE IT'S JUNE

10:04:30 FOR THEM TO BE PAD READY FOR HIGH 5, AND HIGH 5 WILL THEN BE

10:04:34 READY TO GO FOUNDATION PERMIT AND THEN FULL BUILDING PERMIT

10:04:38 BY THAT TIME THROUGH THE VILLAGE.

10:04:40 AND THE TIMING THEN WILL SEQUENTIALLY LINE UP WITH SUFFOLK

10:04:45 PHASE 1A.

10:04:47 SO THAT AS THAT PORTION OF THE ENTERTAINMENT CAMPUS IS

10:04:48 COMPLETING, WE'RE ALSO THEN COMPLETING THE MAIN ENTRY ROAD

10:04:51 AND THE SERVICE ROAD, IF YOU WILL, ADJACENT TO IT, SO HIGH 5

10:04:55 CAN OPEN IN FULL ANTICIPATION BEING MAY, JUNE OF '26.

10:05:00 WHEN THAT WOULD COMPLETE, PHASE 1A AND HIGH 5 WOULD OPEN.

10:05:05 SHORTLY THEREAFTER, SEPTEMBER, OCTOBER, UNDER THE SUFFOLK

10:05:08 SCHEDULE, AS YOU'RE SEEING IN THE CONTRACT THERE, WE WOULD

10:05:10 THEN COMPLETE THE TWO LONG FIELDS THAT DAVID JUST REFERENCED

10:05:15 SO THAT WE CAN THEN COME BACK AND START DECONSTRUCTION, IF

10:05:19 YOU WILL, OF THE POP WARNER FIELDS AND PREPARE FOR THE

10:05:23 DRIVING RANGE TO COME ON THE HEELS OF HIGH 5.

10:05:27 THAT WOULD GIVE US TWO OF THE FIVE FAMILY ENTERTAINMENT

10:05:30 PARCELS OPEN AND OPERATING BY SEPTEMBER/OCTOBER OF '26.

10:05:35 I MIGHT ALSO INTRODUCE NICO ZEPP.

10:05:40 NICO IS A PROJECT EXECUTIVE WITH SUFFOLK, WHO IS HERE TODAY.

10:05:45 AND TRENT GASKINS IS OUR PROFESSIONAL SERVICES DIRECTOR, AND

10:05:51 HE IS HERE AS WELL.

10:05:53 >>Jeff Hunt: IT MIGHT BE MY MEMORY, I THOUGHT YOU MENTIONED

10:05:56 AT THE LAST MEETING, READY TO GO APRIL.

10:05:58 YOU JUST MENTIONED MAY-JUNE.

10:06:01 WHERE ARE WE?

10:06:02 >>Michael Comparato: WE'RE PUSHING HARD FOR APRIL, BUT WE'RE

10:06:03 MIDWAY THROUGH THE MONTH AND WE STILL HAVE A LITTLE BIT OF

10:06:07 WORK TO DO WITH WRIGHT CONSTRUCTION.

10:06:09 GMP 2 NUMBERS JUST CAME BACK IN.

10:06:11 WE'RE NEGOTIATING NUMBERS TO GET WITHIN BUDGET.

10:06:13 WE DON'T WANT TO COME BACK TO COUNCIL AND ASK FOR MORE

10:06:16 MONEY.

10:06:17 WE THINK WE HAVE ROOM IN WHAT WE'VE SEEN IN THEIR PRICING TO

10:06:20 GET IT BACK IN THE BUDGET THAT COUNCIL HAS ALREADY APPROVED.

10:06:22 SO WE'RE WORKING REAL HARD TO GET THAT DOWN INTO BUDGET SO

10:06:26 WE CAN GET THEM REMOBILIZED AS QUICKLY AS POSSIBLE.

10:06:31 >>Jim Ward: THAT WAS A QUESTION I WAS GOING TO RAISE, YOU DO

10:06:34 NOT ANTICIPATE ANY COST INCREASES RELATIVE TO THE TIME DELAY
 10:06:37 THAT WE'RE EXPERIENCING SINCE THE BEGINNING.
 10:06:41 >>Michael Comparato: AT THIS POINT WE DO NOT.
 10:06:43 YES, SIR.
 10:06:44 >>Jim Ward: WHEN HIGH 5 OPENS, WILL THEY BE OPEN FULLY WITH
 10:06:48 ALL THE AMENITIES THEY ANTICIPATE PUTTING IN, PICKLEBALL,
 10:06:52 ET CETERA?
 10:06:53 >>Michael Comparato: YES.
 10:06:55 >>Mayor Ribble: ANYONE ELSE?

10:06:56 IS THERE ANY PUBLIC COMMENT?
 10:06:58 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:07:00 >>Mayor Ribble: MAY I HAVE A MOTION, PLEASE?
 10:07:03 >>Vice-Mayor Zalucki: SO MOVED.
 10:07:04 >>Mayor Ribble: VICE-MAYOR, THANK YOU.
 10:07:06 SECOND BY COUNCILMAN HUNT.
 10:07:07 MADAM CLERK, PLEASE CALL THE ROLL.
 10:07:09 >>Jeff Hunt: AYE.
 10:07:11 >>Jon McLain: AYE.
 10:07:12 >>Lori Fayhee: AYE.
 10:07:14 >>Rafael Lopez: AYE.
 10:07:15 >>Jim Ward: AYE.
 10:07:18 >>Vice-Mayor Zalucki: AYE.
 10:07:18 >>Mayor Ribble: AYE.
 10:07:20 ITEM 6D, ACQUISITION OF GENERAL LANDSCAPING, MOWING, AND
 10:07:31 IRRIGATION SERVICES.
 10:07:31 STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
 10:07:34 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 10:07:36 AS WE HAVE GROWN AND MATURED AND TAKEN ON MORE MAINTENANCE
 10:07:42 ASSIGNMENTS, WE HAVE A GROWING COMMITMENT FROM SOME OF OUR
 10:07:49 CONTRACTORS TO PROVIDE SERVICES ON A ROUTINE BASIS FOR
 10:07:54 MOWING AND GENERAL LANDSCAPE SERVICES.
 10:07:56 THIS BID IS AN ATTEMPT TO PUT THIS OUT FOR BID.
 10:08:01 I THINK THIS WAS THE FIRST TIME THAT WE'VE ACTUALLY DONE A
 10:08:04 MAJOR BID OF ALL OF THE OPERATION.

10:08:07 AND THIS IS COMING TO YOU WITH RECOMMENDATION FOR APPROVAL
 10:08:11 FOR TWO FIRMS TO HANDLE OUR LANDSCAPING NEEDS.
 10:08:16 THE MAINTENANCE FUNCTION HERE COMES UNDER PUBLIC WORKS
 10:08:20 ACTIVITY.
 10:08:21 AND I'D LIKE TO CALL ON DAVID TO DESCRIBE THE SERVICE THAT
 10:08:24 WE'VE GOTTEN FROM OUR CURRENT PROVIDER, P & T, AND THEN THE
 10:08:30 NEW PROVIDER AS WELL, MAINSCAPE, THAT IS COMING IN WITH A
 10:08:36 GREAT BID FOR US AND WILL BE PROVIDING A MAJOR PORTION OF

10:08:42 OUR MAINTENANCE ACTIVITY.
 10:08:43 DAVID.
 10:08:47 >>David Willems: SO, THE VILLAGE, BECAUSE WE'RE VILLAGE
 10:08:52 LIGHT, GOVERNMENT LIGHT, WE CONTRACT EXTERNALLY FOR A LOT OF
 10:08:57 OUR SERVICES.
 10:08:58 AND ONE OF THOSE IS LANDSCAPE MAINTENANCE.
 10:09:01 SO I THINK IT WAS FIVE OR SIX YEARS AGO WE SENT OUT BIDS FOR
 10:09:06 THE WORK, AND AS YOU KNOW, WE'VE GOTTEN MORE AND MORE
 10:09:15 PROJECTS AS WE'VE GONE.
 10:09:16 AND WE HAVE A COUPLE OF PROJECTS THAT YOU'LL NOTICE IN HERE
 10:09:20 THAT AREN'T ACTUALLY FINISHED YET, BUT SINCE THIS CONTRACT
 10:09:23 CAN LAST SEVERAL YEARS, WE INCLUDED THOSE.
 10:09:27 SO WHAT WE DO IS WE SEND IT OUT TO BID, REQUEST COMPANIES TO
 10:09:31 COME BACK.
 10:09:32 WHAT WE TRY TO DO IS PICK THE LOWEST PRICE FOR SOMEBODY
 10:09:35 THAT'S QUALIFIED.
 10:09:37 I BELIEVE WE GOT FOUR RESPONSES BACK.

 10:09:40 TWO OF THOSE WERE DETERMINED BY PROCUREMENT TO BE
 10:09:43 UNRESPONSIVE.
 10:09:45 SO WE SELECTED BETWEEN THE FINAL TWO FIRMS, WHICH ARE
 10:09:49 MAINSCAPE AND P & T.
 10:09:52 BASICALLY WHAT WE DID IS WE TOOK LINE ITEM BY LINE ITEM
 10:09:57 WHICH ONE THEY WERE THE CHEAPEST ON AND THAT'S WHO WAS
 10:10:00 SELECTED FOR EACH OF THOSE ROADWAYS.
 10:10:02 WITH THAT, WE CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE ABOUT
 10:10:07 THE CONTRACT.
 10:10:10 >>Jon McLain: LAST NIGHT I GOT THE SPREADSHEET.
 10:10:15 THIS IS A LITTLE EASIER TO READ.
 10:10:18 I THINK YOU LOOKED AT PT AND MAINSCAPE, GOOD CONTRACTORS.
 10:10:23 PT HAS BEEN DOING ALL THIS WORK IN THE LAST YEAR OR TWO, AM
 10:10:28 I CORRECT?
 10:10:29 >>David Willems: MORE THAN THAT.
 10:10:30 PROBABLY THE LAST FIVE YEARS OR SO.
 10:10:33 >>Jon McLain: MY CONCERN IS, I HAVE A LOT INVESTED IN ESTERO
 10:10:42 PARKWAY.
 10:10:43 WHEN I LOOK AT THEIR BID VERSUS MAINSCAPE, THERE IS A
 10:10:46 SIGNIFICANT DOLLAR DIFFERENCE IN THERE, WHICH WE ALWAYS WANT
 10:10:49 TO GO TO THE LOW BIDDER.
 10:10:51 THAT'S GOOD.
 10:10:51 I WORRY ABOUT THE QUALITY OF SERVICE BECAUSE PT HAS GOT
 10:10:55 EXPERIENCE DOING THAT.
 10:10:56 THEY KNOW WHAT THEY ARE DOING OUT THERE.

10:10:58 IT'S BEAUTIFUL.
 10:10:59 THEY ARE OUT THERE ALMOST EVERY DAY.
 10:11:02 THEY ARE OUT THERE AT LEAST FOUR TIMES A WEEK.
 10:11:05 SINCE I RIDE MY BIKE UP AND DOWN THERE, I SEE IT.
 10:11:09 I'M WORRIED ABOUT WHEN THERE IS A DIFFERENCE OF SEVERAL
 10:11:14 HUNDRED THOUSAND DOLLARS, WHAT ARE WE GOING TO DO TO MAKE
 10:11:19 SURE AS WE MAKE THOSE CHANGES FROM AN EXPERIENCED PERSON
 10:11:23 BIDDING ON A PROJECT THAT SOMEBODY ELSE UNDERBID BY
 10:11:27 SIGNIFICANT DOLLARS, I WORRY ABOUT THE QUALITY.
 10:11:29 HOW ARE WE GOING TO MAKE SURE THAT'S MAINTAINED?
 10:11:31 I CAN TELL YOU, ESTERO PARKWAY, BECAUSE I RIDE UP AND DOWN
 10:11:35 THERE, YOU KNOW I'M NOT BASHFUL ABOUT CALLING, HOW ARE WE
 10:11:38 GOING TO MANAGE THAT?
 10:11:39 >>David Willems: IT'S A VERY GOOD POINT.
 10:11:42 STAFF HAS THAT SAME CONCERN.
 10:11:44 MAINSCAPE DOES DO SIMILAR WORK TO THIS IN COLLIER COUNTY IS
 10:11:47 MY UNDERSTANDING.
 10:11:48 AND THEIR STANDARDS ARE PRETTY HIGH.
 10:11:52 WITH P & T, PART OF THE REASON THAT THEY ARE DOING SUCH A
 10:11:57 GOOD JOB IS VILLAGE STAFF DOES WORK WITH THEM FAIRLY
 10:12:00 REGULARLY TO MAKE SURE THEY ARE OUT THERE WHEN THEY NEED TO.
 10:12:03 BECAUSE THE VILLAGE IS SO SMALL, I REGULARLY DRIVE U.S. 41
 10:12:08 BECAUSE REALLY THE TWO MAIN ONES RIGHT NOW ARE U.S. 41 AND
 10:12:11 ESTERO PARKWAY, EVENTUALLY IT WILL BE CORKSCREW ROAD AND BEN
 10:12:14 HILL GRIFFIN.

 10:12:16 BUT WE DRIVE THOSE ROADS REGULARLY.
 10:12:19 WE'RE JUST GOING TO HAVE TO -- ESPECIALLY FOR THE FIRST SIX
 10:12:22 MONTHS OR SO, MAKE SURE THAT WE'RE REALLY FOCUSED ON THOSE
 10:12:26 TWO ROADWAYS.
 10:12:27 WE ALSO HIRED -- WE HIRED A LITTLE BIT AGO RVI.
 10:12:31 WHAT THEY DO IS THEY SUPPLEMENT STAFF A LITTLE BIT BECAUSE
 10:12:36 WE DON'T HAVE A LANDSCAPE ARCHITECT ON STAFF.
 10:12:38 WHAT WE DO IS WE GET HELP FROM THEM, ESPECIALLY ON THE
 10:12:42 ESTERO PARKWAY AND U.S. 41 FOR THEM TO MONITOR THOSE
 10:12:45 ROADWAYS BECAUSE THERE ARE THINGS, BECAUSE THEY ARE
 10:12:49 PROFESSIONALS AT THIS, THEY ARE ABLE TO PICK UP A LITTLE BIT
 10:12:51 EARLIER THAN WHAT MYSELF OR FRANK WOULD BE ABLE TO PICK UP
 10:12:55 BECAUSE WE'RE NOT LANDSCAPE ARCHITECTS.
 10:12:57 THERE WILL DEFINITELY BE A FOCUS FOR THE FIRST FEW MONTHS TO
 10:13:00 MAKE SURE IT DOESN'T DROP OFF.
 10:13:02 >>Jon McLain: THE CLAUSE ON THE CONTRACT DOES SAY THAT
 10:13:05 EITHER PARTY CAN CANCEL WITH 30-DAY NOTICE OR SOMETHING?
 10:13:10 >>Robert Eschenfelder: THAT'S WHAT I WAS GOING TO POINT OUT

10:13:12 TO COUNCIL.
 10:13:13 UNLIKE BEFORE I GOT HERE, WE GOT OURSELVES INTO LANDSCAPE
 10:13:16 CONTRACTS THAT PROVED TO GET US IN LITIGATION.
 10:13:19 SO WE MADE SURE THIS TIME THAT IT'S NONEXCLUSIVE, IF THE
 10:13:25 QUALITY BEGINS TO SLIP AND STAFF SAYS, HEY, GUYS, GET BACK
 10:13:30 ON IT AND DON'T, WE'LL SIMPLY TAKE THAT ASSIGNMENT AWAY AND
 10:13:34 REASSIGN IT TO P & T OR PUT THAT PHASE BACK OUT TO BID FOR

 10:13:38 SOMEBODY ELSE.
 10:13:38 WE HAVE TOTAL CONTROL OVER IT.
 10:13:41 IN ADDITION TO THE QUALITY CONTROL OVERSIGHT THAT'S GOING TO
 10:13:47 HAPPEN, IF THERE'S SLIPPAGE AND NONPERFORMANCE, WE'LL MOVE
 10:13:51 TO P & T OR SOMEONE ELSE.
 10:13:53 >>Jon McLain: LET'S SAY WE HAVE TO DO THAT, CAN WE NEGOTIATE
 10:13:57 NEW PRICING FOR THE SECTION THAT IS BEING TURNED OVER?
 10:14:00 >>Robert Eschenfelder: THE FIRST THING WE WOULD DO IS GO TO
 10:14:04 P & T AND SAY YOU PREVIOUSLY BID FOR THIS HOWEVER BID TOO
 10:14:09 HIGH.
 10:14:09 WE'LL AGREE TO GIVE YOU THE WORK IF YOU CAN COME DOWN AND
 10:14:12 MATCH WHAT THEY DID.
 10:14:13 IF THEY REFUSE, WE'LL GO BACK OUT AND BID THAT PHASE.
 10:14:15 WE CAN ALWAYS GIVE A TEMPORARY ASSIGNMENT WHILE WE'RE DOING
 10:14:19 THAT TO P & T OR WHOEVER WE WANT TO TO MAKE SURE THERE'S
 10:14:24 CONTINUITY OF SERVICE.
 10:14:25 WE HAVE A LOT MORE FLEXIBILITY UNDER THE WAY WE DID IT THIS
 10:14:28 TIME.
 10:14:28 >>Jon McLain: I THINK THAT'S GOOD.
 10:14:30 I EVEN WORRY ABOUT OUR 75 INTERCHANGE, WHEN WE PUT THAT IN,
 10:14:36 WHAT, TWO YEARS AGO.
 10:14:39 IT DOESN'T LOOK THE SAME TODAY AS WE THOUGHT IT WAS GOING TO
 10:14:41 LOOK.
 10:14:42 I WORRY ABOUT, DON'T LET ANY OF THIS GO TOO FAR TO WHERE WE
 10:14:48 HAVE A BIG PROBLEM BRINGING THE TREES BACK OR REPLACING

 10:14:52 TREES.
 10:14:53 THE FIRST SIX MONTHS, WE HAVE TO REALLY BE WATCH DOGS.
 10:14:56 >>David Willems: TOTALLY AGREE WITH YOU.
 10:14:58 THE GOOD THING ABOUT THE CONTRACT THAT THE VILLAGE ATTORNEY
 10:15:00 MENTIONED, LUCKILY WE HAVE TWO FIRMS THAT WE NOW HAVE A
 10:15:03 RELATIONSHIP WITH TO DO THIS WORK.
 10:15:05 SO THERE IS A LITTLE MORE DEPTH THERE TO GET THINGS DONE IF
 10:15:08 WE NEED TO.
 10:15:09 I THINK IF YOU REMEMBER WHAT'S GOING ON ON THE INTERCHANGE
 10:15:13 IS NOT AS EXTREME BUT SIMILAR TO WHAT HAPPENED ON U.S. 41.

10:15:17 IT TOOK US A COUPLE OF YEARS TO GET THAT BACK TO WHERE IT
 10:15:21 NEEDS TO BE.
 10:15:21 ONCE WE TAKE OVER THE MAINTENANCE ON THE INTERCHANGE, IT
 10:15:24 WILL GET BACK TO WHAT OUR EXPECTATIONS ARE.
 10:15:28 BECAUSE THE D.O.T. HAS DIFFERENT CRITERIA AND DIFFERENT
 10:15:33 REQUIREMENTS, THEIR STANDARDS JUST AREN'T WHAT THE VILLAGE'S
 10:15:38 ARE.
 10:15:38 IT JUST DOESN'T LOOK THE SAME AS WHAT IT WILL WHEN WE TAKE
 10:15:42 IT OVER.
 10:15:43 >>Jon McLain: CORKSCREW ROAD LANDSCAPE, THE PRICING ON THAT,
 10:15:47 WHERE IS THE DISTANCE?
 10:15:49 WE DON'T HAVE ANY LANDSCAPE THAT NEEDS MAINTENANCE FROM BEN
 10:15:52 HILL GRIFFIN EAST, IS THAT CORRECT, AT THIS POINT?
 10:15:57 >>David Willems: WE DON'T HAVE ANY LANDSCAPE MAINTENANCE ON
 10:15:59 CORKSCREW ROAD AT ALL RIGHT NOW.

 10:16:01 BUT WHAT WILL HAPPEN OVER THE NEXT TWO YEARS OR SO, WE'RE
 10:16:05 GOING TO PICK UP ALL THE LANDSCAPE MAINTENANCE PROBABLY FROM
 10:16:09 CORKSCREW WOOD LANDS TO BELLA TERRA.
 10:16:13 THAT'S WHAT IS IN THERE SO WE DON'T HAVE TO GO OUT TO BID
 10:16:17 FOR THIS AGAIN IN TWO YEARS.
 10:16:18 THIS IS ALL INCLUDED.
 10:16:20 >>Jon McLain: WE'RE NOT PAYING THIS DAY ONE.
 10:16:21 >>David Willems: THAT IS A GOOD POINT.
 10:16:24 SOME OF THOSE, BEN HILL GRIFFIN AND ALL OF CORKSCREW, THOSE
 10:16:26 WON'T COME ONLINE PROBABLY FOR ANOTHER YEAR OR TWO.
 10:16:31 >>Jon McLain: I DON'T HAVE ANY MORE QUESTIONS.
 10:16:33 >>Jeff Hunt: JUST A COMMENT, IT'S AN ASK, ESSENTIALLY.
 10:16:36 ANECDOTALLY, TRAVELING DOWN ESTERO PARKWAY RECENTLY, CURRENT
 10:16:41 VENDOR WAS OUT THERE DOING SOME WORK.
 10:16:42 I WOULD SAY THEY WERE NOT PROPERLY IDENTIFIED.
 10:16:45 PEOPLE IN THE CENTER, IT WASN'T MARKED.
 10:16:49 THE SAFETY ASPECT OF IT.
 10:16:50 WHAT I ASK, NEW VENDOR, AND PART OF THE SIX MONTHS OF
 10:16:55 QUALITY CONTROL UP FRONT, MAKE SURE THEY ARE PROPERLY MARKED
 10:16:58 AND SIGNAGE AND CONES PUT OUT FOR THE TRUCKS.
 10:17:03 >>David Willems: THAT'S ALWAYS A STRUGGLE.
 10:17:05 IF COUNCIL OR THE PUBLIC SEES THAT, JUST LET US KNOW.
 10:17:10 WE CONTINUALLY REMIND THEM THAT SAFETY IS THE MOST IMPORTANT
 10:17:16 THING.
 10:17:17 >>Jeff Hunt: THAT'S WHAT IT'S ABOUT FOR ME.

 10:17:19 THANK YOU.
 10:17:20 >>Jim Ward: I JUST WANTED TO FOLLOW UP ON COMMENTS THAT JON

10:17:23 HAD MADE RELATIVE TO THE COST DIFFERENCE BETWEEN MAINSCAPE
 10:17:30 AND P & T.
 10:17:32 AS I UNDERSTAND IT, PT HAS BEEN DOING THE WORK CURRENTLY ON
 10:17:35 MOST OF THESE PROJECTS, CORRECT?
 10:17:37 I LOOK AT ESTERO PARKWAY, CORKSCREW ROAD, AND U.S. 41, AND
 10:17:46 THERE ARE VERY SIGNIFICANT DIFFERENCES BETWEEN THE TWO
 10:17:49 CONTRACTORS.
 10:17:49 WHAT CONCERNS ME IS THAT P & T IS ON THE HIGH SIDE OF EVERY
 10:17:54 ONE OF THE THREE.
 10:17:55 THEY HAVE BEEN DOING THE WORK.
 10:17:57 THEY KNOW WHAT'S ENTAILED IN DOING THE WORK.
 10:17:59 DO YOU GO BACK TO P & T AND ASK THEM WHY THEY ARE SO
 10:18:03 DIFFERENT THAN WHAT MAINSCAPE HAS COME IN WITH?
 10:18:06 >>David Willems: I DON'T THINK SO.
 10:18:07 BECAUSE WHEN YOU DO AN OPEN BID AND YOU START NEGOTIATING
 10:18:11 WITH THE PERSON THAT'S HIGHER, I WOULD BE CONCERNED ABOUT US
 10:18:15 EVER GETTING BIDS AGAIN.
 10:18:16 YOU KIND OF HAVE TO -- UNLESS THEY ARE NOT QUALIFIED, I
 10:18:20 THINK FOR THE MOST PART ON THESE OPEN BIDS, YOU HAVE TO TAKE
 10:18:23 THE LOWEST BID.
 10:18:24 BUT THAT IS A CONCERN, AND WE AGREE WITH THAT CONCERN, AND
 10:18:27 THAT'S WHY AT LEAST FOR THE FIRST -- I MEAN, WE'RE GOING TO
 10:18:30 -- THE WHOLE LIFE OF IT WE'LL BE LOOKING TO MAKE SURE THAT

 10:18:33 THEY ARE DOING IT RIGHT.
 10:18:34 BUT ESPECIALLY AT THE BEGINNING, JUST TO MAKE SURE THAT
 10:18:37 THAT'S NOT A PROBLEM.
 10:18:39 AS THE VILLAGE ATTORNEY MENTIONED, IF THEY ARE NOT DOING
 10:18:41 WHAT THEY NEED TO DO, WE CAN GET P & T IN THERE ON FAIRLY
 10:18:47 SHORT NOTICE.
 10:18:50 >>Jim Ward: I GUESS IT BEGS THE QUESTION OF DOES P & T GO
 10:18:55 OUT AND DO CONTRACT WORK FOR SOMEBODY ELSE WHEN THEY LOSE
 10:18:58 OUR CONTRACT?
 10:19:00 >>David Willems: ABSOLUTELY.
 10:19:01 >>Jim Ward: HOW DO YOU THEN GO BACK AND HAVE THE ABILITY TO
 10:19:03 BRING THEM IN TO CORRECT THE ISSUES THAT MAY OCCUR?
 10:19:07 >>David Willems: THERE COULD BE A LITTLE BIT OF A DELAY.
 10:19:10 P & T IS A PRETTY BIG COMPANY AND PRETTY GOOD TO WORK WITH.
 10:19:19 >>Steven Sarkozy: IT'S A VERY GOOD QUESTION.
 10:19:20 BOTH QUESTIONS ABOUT THE QUALITY OF MAINTENANCE.
 10:19:22 THAT'S THE PROBLEM WE HAVE IN THE PUBLIC SECTOR.
 10:19:24 YOU LIKE TO BUILD A RELATIONSHIP AND THEN RELY ON THAT
 10:19:28 RELATIONSHIP, BUT ALSO SOMETIMES THE RELATIONSHIP GETS TOO
 10:19:32 CLOSE AND THEIR PRICES GO UP AND WE'RE NOT SURE IF WE'RE

10:19:35 GETTING THE BEST BANG FOR THE BUCK.
 10:19:37 AND THAT'S THE BIDDING PROCESS.
 10:19:39 THIS IS GOING TO BE DIFFICULT AS WE BRING IN NEW PROVIDERS,
 10:19:46 BUT THE HOPE -- INSTEAD OF HAVING JUST RELY ON ONE, THAT
 10:19:50 WE'LL HAVE TWO THAT WE CAN RELY ON, THAT BOTH HAVE GOOD

 10:19:57 REPUTATIONS.
 10:19:58 WE'VE BEEN SERVED WELL BY P & T.
 10:20:02 THIS IS NOT A REFLECTION ON THEM.
 10:20:03 THEY HAVE DONE A GOOD JOB AND THE RELATIONSHIP IS THERE.
 10:20:05 ON 41 AND ESTERO PARKWAY, THE ONES YOU MENTIONED, WE'RE
 10:20:10 GOING TO HAVE TO -- AND ALL OF THESE WE'LL HAVE TO MONITOR
 10:20:13 IT VERY CLOSELY.
 10:20:16 >>Jim Ward: I MENTION IT IN SOME RESPECTS BECAUSE OF THE
 10:20:19 EXPERIENCE I'VE HAD WITH THE BROOKS CDD.
 10:20:21 THEY CONSISTENTLY WOULD GO WITH THE LOW BIDDER.
 10:20:25 INTERESTINGLY ENOUGH THEY WERE CHANGED THE FOLLOWING YEAR
 10:20:29 BECAUSE SOMEBODY ELSE WOULD COME IN TO BE THE LOW BIDDER.
 10:20:31 YOU JUST HAD A DIFFERENT PERSPECTIVE ON THE QUALITY OF THE
 10:20:37 DIFFERENT PEOPLE THAT CAME IN AND GAVE BIDS.
 10:20:39 SOMETIMES THE LOWEST BIDDER ISN'T ALWAYS THE BEST BIDDER.
 10:20:43 >>Steven Sarkozy: YOU HAVE GREAT INSIGHT AND EXPERIENCE.
 10:20:46 >>David Willems: TOTALLY AGREE.
 10:20:48 THAT'S PART OF THE REASON THAT WHEN WE DO THESE THAT ARE
 10:20:51 CRITICALLY IMPORTANT FOR QUALITY THAT WE DO A TWO-STEP
 10:20:54 PROCESS.
 10:20:56 THE WAY WE DO THE LANDSCAPING IS NOT JUST A LOW BID.
 10:20:59 THE FIRST THING THEY HAVE TO DO IS DEMONSTRATE THAT THEY ARE
 10:21:02 QUALIFIED TO DO THE LEVEL OF WORK THAT THE VILLAGE WANTS.
 10:21:04 TWO OF THE FIRMS DID NOT SUBMIT EVERYTHING THAT THEY NEEDED
 10:21:09 TO.

 10:21:09 THAT'S WHY THEY DIDN'T GO TO THE SECOND PART.
 10:21:11 THE REASON MAINSCAPE WAS ONE OF THE ONES THAT WENT TO THE
 10:21:17 SECOND PART IS BECAUSE THEY DEMONSTRATED THAT THEY WERE
 10:21:21 QUALIFIED TO DO THE WORK.
 10:21:23 IT -- YOU MAY NOT HAVE THE DETAILS, BUT OVER THE LAST FEW
 10:21:27 YEARS, STAFF HAS COME UP WITH SPECIFICATIONS THAT
 10:21:31 SPECIFICALLY EXPLAIN WHAT THEY ARE SUPPOSED TO BE DOING.
 10:21:34 AND THERE ARE A SPECIFIC NUMBER OF TIMES AT LEAST THEY ARE
 10:21:36 SUPPOSED TO BE OUT THERE DOING WORK.
 10:21:38 THEY ARE SUPPOSED TO BE CHECKING THE IRRIGATION EVERY MONTH
 10:21:41 TO MAKE SURE EVERYTHING IS WORKING APPROPRIATELY.
 10:21:45 SO IF THEY ARE NOT DOING SOME OF THAT STUFF, WHICH WE CAN

10:21:49 CHECK, THEN IT'S -- IF THEY ARE NOT DOING THAT, THAT'S GOING
 10:21:55 TO PRECEDE THE LANDSCAPING NOT LOOKING WELL.
 10:21:57 SO WE MONITOR TO MAKE SURE THEY ARE DOING THE SPECIFICATIONS
 10:22:00 TO STAY OUT IN FRONT OF THE LANDSCAPING GOING DOWNHILL.
 10:22:05 >>Robert Eschenfelder: THEY ALSO ARE REQUIRED TO KEEP
 10:22:08 RECORDS.
 10:22:08 DIRECTOR MAKES A GOOD POINT.
 10:22:09 DURING THIS PROCESS, WHEN WE PUT OUT AN INVITATION TO BID,
 10:22:13 THERE ARE MINIMUM QUALIFICATIONS, AND THEY HAVE TO SET FORTH
 10:22:16 IN THEIR BIDS HOW THEY ARE MINIMALLY QUALIFIED.
 10:22:20 AND THEN THERE ARE DETAILED PERFORMANCE SPECIFICATIONS THAT
 10:22:25 THEY ARE REQUIRED.
 10:22:26 IT'S NOT JUST COME MOW OUR LAWN OR WHATEVER.

 10:22:28 WE TELL THEM THE WHEREFORES AND WHY WITH ALLS TO DO, SO WHEN
 10:22:34 THEY PUT THEIR BIDS IN, ALL OF THAT IN THE INVITATION TO BID
 10:22:38 BECOMES PART OF THE PURCHASE ORDER THAT'S ISSUED.
 10:22:41 SO THEY ARE FOUND FOR ALL OF THAT DETAIL.
 10:22:45 THAT'S THE HAMMER THAT WE HAVE OVER THEM IS THEY ARE
 10:22:48 AGREEING TO ALL OF THIS.
 10:22:50 THEY BID BASED ON ALL OF WHAT WE ADVERTISED.
 10:22:53 I TOO HEAR YOU.
 10:22:56 TAKING THE LOW BID CAN BE A RISK, BUT THE FLIP SIDE OF THAT
 10:23:00 IS THAT YOUR PROCUREMENT CODE DOES ENCOURAGE COMPETITIVE
 10:23:06 SOLICITATION.
 10:23:06 WHEN WE PUT OUT AN ITB, THE STANDARD IS, UNDER YOUR CODE, IS
 10:23:11 THAT WE SELECT THE LOWEST RESPONSIVE RESPONSIBLE BIDDER.
 10:23:16 WHEN PROCUREMENT STAFF LOOKS AT THE BIDS THAT COME IN, THEY
 10:23:19 SAY ARE THEY RESPONSIVE?
 10:23:21 DO THEY GIVE ALL THE INSURANCE CERTIFICATES AND EVERYTHING
 10:23:25 AND ARE THEY RESPONSIBLE?
 10:23:26 WITH THAT ONE, THERE IS FLEXIBILITY.
 10:23:29 WE CAN CHECK REFERENCES.
 10:23:31 WE CAN CHECK WORK THAT HAS BEEN DONE FOR US IN THE PAST.
 10:23:34 IF WE DEEM THEM NOT RESPONSIBLE, THEY ARE DISQUALIFIED AS
 10:23:39 THE DIRECTOR INDICATED, TWO OF THE FOUR WHO BID WERE
 10:23:42 DISQUALIFIED.
 10:23:44 >>Jim Ward: ONE QUICK QUESTION THAT COMES TO MIND.
 10:23:46 THE PT PRICING IS IT SIGNIFICANTLY HIGHER THAN WHAT THEY ARE

 10:23:50 CURRENTLY CHARGING US NOW?
 10:23:52 >>David Willems: I DIDN'T LOOK AT A LINE BY LINE ON THAT.
 10:23:55 I DON'T KNOW THAT ANSWER.
 10:23:57 >>Jim Ward: OKAY.

10:23:57 THANK YOU.
 10:23:58 >>David Willems: I WOULD SUSPECT IT IS BECAUSE WE GOT THAT
 10:24:00 PRICING FIVE YEARS AGO.
 10:24:02 THAT'S PROBABLY WHY I DIDN'T EVEN LOOK.
 10:24:08 >>Vice-Mayor Zalucki: DAVID, POINT OF CLARIFICATION ON
 10:24:11 CORKSCREW ROAD.
 10:24:12 SPREADSHEET, ITEM 4 AND 5, IT SAYS CORKSCREW.
 10:24:14 THEN THE HEADERS ARE KIND OF -- YOU CAN'T READ THEM.
 10:24:18 IT'S BLOCKED OFF.
 10:24:19 JUST CLARIFYING, THERE'S ONE FOR CORKSCREW ROAD MAINTENANCE
 10:24:24 FOR 208,000 AND THE SECOND ONE IS FOR 673,000, ABOUT 900,000
 10:24:31 DOLLARS.
 10:24:31 BOTH OF THOSE CATEGORIES WERE NOT CURRENTLY -- WE'RE NOT
 10:24:35 CURRENTLY BEING CHARGED FOR, IS THAT CORRECT?
 10:24:37 >>David Willems: YES.
 10:24:38 >>Vice-Mayor Zalucki: THE 600,000, WOULD THAT BE FROM BEN
 10:24:40 HILL EAST ALL THE WAY TO BELLA TERRA?
 10:24:43 >>David Willems: YES.
 10:24:43 >>Vice-Mayor Zalucki: THEY BID THAT BY LOOKING AT JUST THE
 10:24:45 RENDERINGS, THE PLANS FOR THE LANDSCAPING RATHER THAN
 10:24:47 ACTUALLY SEEING WHAT IS OUT THERE?

 10:24:50 >>David Willems: YEAH, AND I THINK THEY ALMOST SOMETIMES
 10:24:52 LIKE THE PLANS BETTER.
 10:24:53 WE PROVIDED CONSTRUCTION PLANS FOR ALL OF THE PROJECTS THAT
 10:24:58 ARE COMING IN THE FUTURE.
 10:24:59 >>Vice-Mayor Zalucki: THANK YOU.
 10:25:00 LAST QUESTION.
 10:25:02 GO AHEAD.
 10:25:07 >>David Willems: P & T IS BUILDING THE CORKSCREW BEN HILL
 10:25:08 EAST, THEY ARE THE ONES WORKING WITH WRIGHT CONSTRUCTION TO
 10:25:11 BUILD IT.
 10:25:11 THEY KNOW WHAT IS OUT THERE.
 10:25:15 >>Vice-Mayor Zalucki: SO CATEGORY 4, WHERE IT SAYS CORKSCREW
 10:25:16 ROAD LANDSCAPE MAINTENANCE AND THEN IT SAYS, PARENTHESES,
 10:25:20 CORKSCREW, THEN IT IS CUT OFF, WOULD THAT BE FROM -- THE
 10:25:23 AMOUNT OF 208,000 IS THAT FROM CORKSCREW TO ESTERO PARKWAY
 10:25:28 ON BEN HILL GRIFFIN?
 10:25:29 WHAT IS THAT SECTION?
 10:25:31 >>David Willems: IT SAYS CORKSCREW ROAD, SO THAT WOULD BE
 10:25:33 WOODLANDS, CORKSCREW WOODLANDS TO BEN HILL GRIFFIN.
 10:25:37 >>Vice-Mayor Zalucki: IT'S BLOCKED OFF.
 10:25:39 THE COLUMN IS NOT WIDE ENOUGH.
 10:25:40 >>David Willems: IS THERE AN INTERCHANGE ONE?

10:25:43 >>Vice-Mayor Zalucki: IT IS BLOCKED OFF.
 10:25:45 CAN'T SEE IT.
 10:25:46 SECOND ONE SAYS BEN HILL.

 10:25:47 I'M THINKING SAYS EAST.
 10:25:49 >>David Willems: YES.
 10:25:50 >>Vice-Mayor Zalucki: IT'S BLOCKED OFF.
 10:25:52 >>David Willems: AND THE NUMBERS.
 10:25:55 >>Vice-Mayor Zalucki: THANK YOU FOR CLARIFYING.
 10:25:56 ONE LAST QUESTION, WHEN DO WE TAKE OVER THE MAINTENANCE OF
 10:25:59 CORKSCREW ROAD EAST OF BEN HILL FROM THE COUNTY?
 10:26:02 SINCE WE'RE DOING CONSTRUCTION, DO WE HAVE TO CUT THAT GRASS
 10:26:05 NOW OR IS IT STILL THE COUNTY AND WHEN DO WE TAKE OVER?
 10:26:09 >>David Willems: IT'S ACTUALLY NEITHER OF THOSE.
 10:26:11 IT'S KIND OF US BUT ACTUALLY WRIGHT CONSTRUCTION RIGHT NOW.
 10:26:15 AS A CONSTRUCTION SITE, THE CONTRACTOR OWNS THE WHOLE
 10:26:19 PROPERTY.
 10:26:20 WE DON'T WANT OTHER CONTRACTORS IN THERE DOING ANYTHING.
 10:26:23 SO IT'S ON WRIGHT CONSTRUCTION.
 10:26:25 AND THEN AFTER CONSTRUCTION, I BELIEVE WE HAVE A YEAR OF
 10:26:29 MAINTENANCE THAT IS INCLUDED IN THE WRIGHT CONSTRUCTION
 10:26:33 CONTRACT.
 10:26:34 WE'LL HAVE A YEAR OF CONSTRUCTION AND THEN A YEAR OF
 10:26:37 MAINTENANCE THROUGH THAT CONTRACT AND THEN WE'LL PAY FOR IT.
 10:26:41 >>Vice-Mayor Zalucki: SO THE MEDIAN RIGHT NOW, WRIGHT
 10:26:44 CONSTRUCTION IS THEIR RESPONSIBILITY TO CUT THAT GRASS AND
 10:26:46 THE WEEDS?
 10:26:47 >>David Willems: YES.
 10:26:49 >>Vice-Mayor Zalucki: IF WE HAVE COMPLAINTS, GO THROUGH THE

 10:26:51 VILLAGE, WHICH WILL GET TO WRIGHT CONSTRUCTION, WOULD THAT
 10:26:53 BE THE RIGHT PATH?
 10:26:54 >>David Willems: YEAH, IT'S ACTUALLY QUICKER IF YOU GO
 10:26:57 THROUGH JENNIFER AT ATKINS.
 10:27:00 SHE IS THE PUBLIC INFORMATION OFFICER FOR THAT PROJECT.
 10:27:05 PEOPLE OUT THERE KNOW TO CONTACT HER DIRECTLY.
 10:27:09 >>Vice-Mayor Zalucki: THANK YOU.
 10:27:13 >>Jon McLain: IS THERE AN END DATE FOR THIS CONTRACT?
 10:27:16 IS IT RENEWED ANNUALLY OR IS THERE AN END DATE?
 10:27:22 >>David Willems: THE VILLAGE ATTORNEY MIGHT KNOW BETTER.
 10:27:25 >>Robert Eschenfelder: I BELIEVE IT WAS ADVERTISED FOR THREE
 10:27:29 YEARS, CORRECT -- FOUR YEARS.
 10:27:32 >>Jon McLain: THESE PRICES ARE GOOD FOR FOUR YEARS.
 10:27:34 >>Robert Eschenfelder: RIGHT.

10:27:35 WE HAVE AN OPTION TO DO A YEAR EXTENSION.
 10:27:39 >>Mayor Ribble: A LOT OF THESE DON'T KICK IN FOR ANOTHER
 10:27:42 YEAR, SOME OF THESE PROJECTS.
 10:27:43 ANY OTHER QUESTIONS?
 10:27:44 I'LL TAKE A MOTION.
 10:27:46 OH, PUBLIC COMMENT.
 10:27:48 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:27:51 >>Mayor Ribble: THANK YOU.
 10:27:52 MOTION?
 10:27:55 >>Vice-Mayor Zalucki: I'LL MAKE THE MOTION.
 10:27:57 >>Mayor Ribble: VICE-MAYOR.

 10:27:58 SECOND BY COUNCILMAN LOPEZ.
 10:28:00 MADAM CLERK, PLEASE CALL THE ROLL.
 10:28:03 >>Jim Ward: AYE.
 10:28:05 >>Rafael Lopez: AYE.
 10:28:06 >>Lori Fayhee: AYE.
 10:28:08 >>Jon McLain: AYE.
 10:28:08 >>Jeff Hunt: AYE.
 10:28:10 >>Vice-Mayor Zalucki: AYE.
 10:28:12 >>Mayor Ribble: AYE.
 10:28:13 ITEM NUMBER 7A, SECOND READING AND PUBLIC HEARING OF THE
 10:28:24 ORDINANCE 2025-03.
 10:28:30 MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?
 10:28:33 >>Carol Sacco: YES, MAYOR.
 10:28:34 >>Mayor Ribble: WOULD YOU PLEASE READ THE TITLE OF THE
 10:28:35 ORDINANCE?
 10:28:36 >>Carol Sacco: ORDINANCE 2025-03, AN ORDINANCE OF THE
 10:28:39 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, REPEALING
 10:28:42 ARTICLE III OF CHAPTER 10 OF THE VILLAGE CODE REGARDING
 10:28:46 DISASTER RECOVERY; MAKING RELATED FINDINGS; AND PROVIDING
 10:28:49 FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
 10:28:55 >>Mayor Ribble: THE CHAIR WILL NOW OPEN A PUBLIC HEARING FOR
 10:28:58 COMMENT.
 10:28:58 IF YOU WOULD LIKE TO MAKE A COMMENT, PLEASE FILL OUT A
 10:29:01 SPEAKER CARD AND GIVE IT TO THE VILLAGE CLERK.
 10:29:08 >>Carol Sacco: IS STEVE GOING TO INTRODUCE IT?

 10:29:11 >>Mayor Ribble: STEVE, DO YOU WANT TO INTRODUCE THIS?
 10:29:13 >>Steven Sarkozy: I'LL TURN IT OVER TO THE VILLAGE ATTORNEY.
 10:29:15 >>Robert Eschenfelder: THIS IS AN ORDINANCE THAT WE'RE
 10:29:17 GETTING RID OF LANGUAGE WE DON'T NEED.
 10:29:19 I'M NOT GOING TO REPEAT WHAT I SAID LAST TIME.
 10:29:21 >>Mayor Ribble: ANY PUBLIC COMMENT?

10:29:23 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:29:25 >>Mayor Ribble: I WILL CLOSE THE PUBLIC COMMENT SESSION.
 10:29:28 DOES THE COUNCIL HAVE ANY DISCUSSION OR QUESTIONS?
 10:29:31 DO I HAVE A MOTION TO APPROVE ORDINANCE NUMBER 2025-03?
 10:29:36 >>Jon McLain: I'LL MAKE THE MOTION.
 10:29:37 >>Mayor Ribble: COUNCILMAN McLAIN.
 10:29:40 SECOND, COUNCILWOMAN FAYHEE.
 10:29:42 MADAM CLERK, PLEASE CALL THE ROLL.
 10:29:44 >>Jeff Hunt: AYE.
 10:29:46 >>Jon McLain: AYE.
 10:29:48 >>Lori Fayhee: AYE.
 10:29:49 >>Rafael Lopez: AYE.
 10:29:51 >>Jim Ward: AYE.
 10:29:52 >>Vice-Mayor Zalucki: AYE.
 10:29:53 >>Mayor Ribble: AYE.
 10:29:54 THAT BRINGS US TO COUNCIL COMMUNICATIONS.
 10:30:02 DOES ANY COUNCILMAN HAVE ANYTHING TO OFFER FOR THE VILLAGE?
 10:30:06 COUNCILMAN HUNT.
 10:30:08 >>Jeff Hunt: I HAVE TWO THINGS.

 10:30:09 FIRST, I WOULD LIKE TO JUST RECOGNIZE ROBERT WILEY, MARY
 10:30:14 GIBBS AND STEVE SARKOZY FOR ENGAGING IN SEVERAL MEETINGS AND
 10:30:19 COMMUNICATIONS WITH FOLKS IN DISTRICT 2.
 10:30:22 THEY WERE PROFESSIONAL.
 10:30:23 THEY WERE PREPARED.
 10:30:24 AND THEY WERE VERY SUBSEQUENTLY WITH Q & A.
 10:30:27 THAT JUST LEADS TO A GREATER UNDERSTANDING OF WHAT WE'RE
 10:30:30 DOING IN THE VILLAGE.
 10:30:31 IT GIVES PEOPLE MUCH MORE CONFIDENCE IN WHAT WE'RE DOING AND
 10:30:34 I WANT TO ACKNOWLEDGE THEIR EFFORTS FOR DOING SO.
 10:30:37 SECONDLY, JUNE 4th MEETING, I MADE AN OBLIGATION OVER A
 10:30:40 YEAR AGO THAT I CAN'T GET OUT OF.
 10:30:42 SO I WILL MISS THE JUNE 4 MEETING.
 10:30:46 >>Mayor Ribble: ANYONE ELSE?
 10:30:50 >>Jon McLain: I WOULD LIKE THE MANAGER MAYBE FOR NEXT
 10:30:52 MEETING OR VERY SOON THEREAFTER, MAYBE NEXT MEETING WOULD BE
 10:30:55 GOOD, JUST AN UPDATE ON THE NORTH ESTERO RIVER PROPERTY,
 10:31:00 WHAT'S GOING ON TIMEWISE.
 10:31:01 I KNOW WE HAVE A BRIDGE GOING IN THERE.
 10:31:03 I SEE THE SIGN UP THERE FOR CONSTRUCTION.
 10:31:05 I WOULD LIKE TO GET AN UPDATE AS TO WHERE WE ARE.
 10:31:08 >>Steven Sarkozy: SURE.
 10:31:09 HAPPY TO DO IT.
 10:31:11 >>Mayor Ribble: ANYONE ELSE?

10:31:12 >>Rafael Lopez: I WANTED TO THANK CAROL AND HER STAFF, AS

10:31:14 YOU KNOW, HONOR FLIGHT WENT OUT ON APRIL 12.

10:31:19 AND DURING THE FLIGHT, THEY HAVE A MAIL CALL.

10:31:22 THE VILLAGE SENT OUT A HUNDRED LETTERS TO ALL THE VETERANS

10:31:27 SIGNED BY THE COUNCIL MEMBERS, MAYOR AND VICE-MAYOR.

10:31:30 THANK YOU, CAROL AND HER STAFF FOR DOING EVERYTHING,

10:31:32 STUFFING ALL THE ENVELOPES.

10:31:34 THEY REALLY APPRECIATE ALL THE LETTERS COMING FROM FAMILY

10:31:36 MEMBERS, ELECTED OFFICIALS AND THINGS OF THAT NATURE.

10:31:39 AGAIN, I THANK YOU FOR THAT.

10:31:42 >>Mayor Ribble: COUNCILWOMAN FAYHEE.

10:31:45 >>Lori Fayhee: I JUST HAVE A COUPLE OF THINGS.

10:31:50 I'VE GOTTEN A FEW E-MAILS.

10:31:52 ONE WAS ON THE BUSING CONCERNS AT VERDANA VILLAGE.

10:31:57 I KNOW WE CAN'T DO ANYTHING ABOUT THAT BECAUSE THEY ARE

10:32:04 UNINCORPORATED AREA.

10:32:06 STEVE, I'M WONDERING IF YOU CAN SHARE THAT WITH THE SCHOOL

10:32:14 DISTRICT OR I BELIEVE I SHARED THAT E-MAIL WITH YOU OR YOU

10:32:17 WERE IN ON IT.

10:32:18 >>Steven Sarkozy: YEAH, THOSE FOLKS SHOULD GO DIRECTLY TO

10:32:21 THE SCHOOL DISTRICT.

10:32:23 >>Lori Fayhee: AND THE E-MAIL WAS INCLUDED WITH THEM.

10:32:26 I ALSO GOT CONCERNS ABOUT EXCESSIVE SPEED ON THREE OAKS

10:32:33 DRIVE BETWEEN CORKSCREW AND ESTERO PARKWAY.

10:32:36 I APOLOGIZE FOR PUTTING YOU ON THE SPOT, STEVE, BUT CAN YOU

10:32:41 ADDRESS THAT?

10:32:42 >>Steven Sarkozy: WELL, WHEN WE GET REQUESTS LIKE THAT, WE

10:32:45 REFER THEM OVER TO THE AREA COMMANDER FOR THE SHERIFF'S

10:32:50 DEPARTMENT.

10:32:53 THEY, OF COURSE, HAVE MANY AREAS THAT THEY LIKE TO DO

10:32:56 SUPPLEMENTAL PATROLS IN AND THEY'LL PUT IT ON THE LIST AND

10:33:02 TRY TO GET OUT THERE AS SOON AS THEY CAN.

10:33:04 THEY DO A GOOD JOB RESPONDING TO THOSE.

10:33:07 >>Jon McLain: I DID SEE THE SHERIFF'S OFFICE.

10:33:09 THEY HAD TWO CARS ON ESTERO PARKWAY PARKED IN FRONT OF THE

10:33:12 CASCADES YESTERDAY.

10:33:14 I SAW ANOTHER ONE UP ON THREE OAKS BUT NORTH OF ESTERO

10:33:18 PARKWAY.

10:33:19 THEY ARE CIRCLING AROUND.

10:33:24 I THINK AS SOON AS THEY LEAVE, SPEEDS GO BACK UP AGAIN.

10:33:28 >>Mayor Ribble: ANYONE ELSE?

10:33:29 ALL RIGHT.

10:33:30 I'D LIKE TO REMIND COUNCIL, APRIL 22, WE HAVE OUR ETHICS
 10:33:35 CLASS.
 10:33:36 ARRIVAL TIME IS 8:30.
 10:33:39 AND FOR THE GENERAL PUBLIC, MAY 1st, WE HAVE NATIONAL DAY
 10:33:43 OF PRAYER.
 10:33:43 IT WILL BE HELD AT OCEAN CHURCH AND THE GRAND OPENING OF
 10:33:49 WAWA ALSO WILL BE MAY 1st FOR ALL OUR PHILADELPHIA
 10:33:52 FRIENDS.
 10:33:53 ATTORNEY ESCHENFELDER, DO YOU HAVE ANYTHING FOR US TODAY?

10:33:59 >>Robert Eschenfelder: NO, MA'AM.
 10:34:00 >>Mayor Ribble: MANAGER SARKOZY?
 10:34:01 >>Steven Sarkozy: NO, MA'AM.
 10:34:02 >>Mayor Ribble: ALL RIGHT.
 10:34:02 LET'S ADJOURN AND WE'LL MOVE ON TO OUR WORKSHOP.
 10:34:05 SUBSTANTIAL DAMAGE ADMINISTRATIVE PROCEDURES PLAN.
 10:34:20 STEVE, WOULD YOU LIKE TO INTRODUCE THIS?
 10:34:24 >>Steven Sarkozy: THANK YOU, MADAM MAYOR.
 10:34:26 MARY GIBBS HAS BEEN VERY BUSY AND HER STAFF, BUT THIS COMES
 10:34:31 AS A FOLLOW-UP OF ADDITIONAL WORK REQUIRED BY FEMA.
 10:34:37 IT REPRESENTS A HUGE BODY OF WORK AND AN EFFORT TO STAY
 10:34:43 COMPLIANT WITH ALL OF THE FEDERAL REQUIREMENTS FOR EMERGENCY
 10:34:47 RESPONSE.
 10:34:47 I'D ASK MARY TO WALK US THROUGH THE DETAILS.
 10:34:52 THANKFULLY SHE HAS NOT PUT THE ENTIRE BOOK, BINDER INTO YOUR
 10:34:58 BINDER.
 10:34:59 >>Mary Gibbs: I'M GOING TO READ IT PAGE BY PAGE.
 10:35:02 [LAUGHTER]
 10:35:02 WE'LL BE DONE BY NEXT WEEK.
 10:35:05 >>Steven Sarkozy: IT'S A HUGE VOLUME OF WORK.
 10:35:08 MARY AND HER STAFF ARE TO BE COMPLIMENTED, IN MY OPINION,
 10:35:11 FOR THE WORK THAT THEY HAVE DONE TO GET READY FOR ANY KIND
 10:35:16 OF FUTURE FEMA ACTION.
 10:35:18 MARY.
 10:35:18 >>Mary Gibbs: THIS IS JUST A LITTLE REFRESHER.

10:35:21 WE ACTUALLY HAD A WORKSHOP I THINK BACK IN NOVEMBER TO TALK
 10:35:24 ABOUT THIS BECAUSE WHEN WE GOT OUR ORIGINAL LETTER FROM FEMA
 10:35:27 LAST JULY AND IT HAD THE LIST OF THINGS WE HAD TO DO,
 10:35:32 PREPARING THE SUBSTANTIAL DAMAGE ADMINISTRATIVE PROCEDURES
 10:35:34 WAS ONE OF THE THINGS THAT THEY SAID WE HAD TO DO.
 10:35:36 THEY GAVE US A DEADLINE OF NOVEMBER 18 TO PUT THAT TOGETHER.
 10:35:39 ONCE WE REALIZED WHAT WENT INTO THAT PLAN, WE REALIZED WE
 10:35:43 DIDN'T HAVE ENOUGH TIME TO FINISH IT OURSELVES BEING THAT WE

10:35:46 DON'T HAVE THAT MANY STAFF.
 10:35:48 SO WE HIRED HAGERTY CONSULTING TO HELP PREPARE THE PLAN, AND
 10:35:52 THE STAFF WORKED WITH THEM, EVERYBODY ON THE STAFF WAS
 10:35:57 INVOLVED AT ONE POINT OR ANOTHER.
 10:35:58 WE COMPLETED THAT BY NOVEMBER.
 10:36:00 FEMA GIVES YOU A TEMPLATE OF THE BASICS YOU HAVE TO DO.
 10:36:03 SO WE SENT THAT, FOR OUR DEADLINE OF NOVEMBER 18, AND THIS
 10:36:08 WAS THE PLAN THAT WE SENT.
 10:36:10 THE ADMINISTRATIVE PROCEDURES.
 10:36:12 BUT IN THE MEANTIME, SINCE HAGERTY WAS HELPING US, WE WANTED
 10:36:16 TO DO SOME ADDITIONAL WORK.
 10:36:18 THEY SUGGESTED THAT WE SHOULD INCLUDE TRAINING AND WHAT THEY
 10:36:21 CALL A 1206 PROTOCOL WHICH KIND OF OUTLINES THE PROCEDURES
 10:36:25 FOR REIMBURSEMENT AND GETTING REIMBURSED BY FEMA.
 10:36:28 SO WE THOUGHT IF WE DID THAT, WE MAY BE ELIGIBLE FOR SOME
 10:36:32 EXTRA POINTS, BECAUSE IF YOU GO ABOVE AND BEYOND THE FEMA
 10:36:35 TEMPLATE, YOU MAY BE ABLE TO GET EXTRA POINTS FOR CRS.

 10:36:39 IT'S ALSO A GOOD THING TO HAVE.
 10:36:40 HAGERTY HELPED US BECAUSE IT WAS IN THE CONTRACT TO PREPARE
 10:36:44 THE REST OF THE DOCUMENTS.
 10:36:45 THAT'S WHY THE BOOK ENDED UP BEING THIS.
 10:36:48 IT'S VERY LARGE.
 10:36:52 WHAT THE DOCUMENT DOES -- I GUESS I SHOULD LOOK AT THE
 10:36:56 PowerPoint.
 10:36:56 SO WHAT IT DOES IS IT TAKES ALL YOUR PROCEDURES FOR WHAT YOU
 10:37:03 DO BEFORE A HURRICANE OR DISASTER, DURING, AND AFTER, PUTS
 10:37:07 IT ALL INTO ONE DOCUMENT.
 10:37:09 IT HELPS US WITH OUR WHOLE DISASTER RECOVERY AND OUR
 10:37:13 DISASTER MANAGEMENT AND MAKE SURE WE'RE COMPLIANT WHEN WE DO
 10:37:16 REBUILDING.
 10:37:16 ONE OF THE THINGS THAT WE HAD SOME ISSUES WITH WITH FEMA AND
 10:37:20 EVERYBODY DID, OF COURSE, AS YOU REMEMBER, ALL THE OTHER
 10:37:22 CITIES IN THE COUNTY AS WELL, THE SUBSTANTIAL DAMAGE AND
 10:37:26 SUBSTANTIAL IMPROVEMENT CALCULATIONS, THE 50% RULE, THE WAY
 10:37:30 YOU CALCULATED IT, WHAT YOU HAD TO USE FOR LABOR RATES, ALL
 10:37:34 KINDS OF DETAILS, FEMA WAS VERY PARTICULAR ABOUT THAT.
 10:37:39 DINGED EVERYBODY FOR NOT DOING IT EXACTLY RIGHT EVEN THOUGH
 10:37:42 THEIR BOOKS DIDN'T REALLY GIVE YOU MUCH GUIDANCE OF HOW TO
 10:37:44 DO THAT.
 10:37:45 WHAT WE ARE DOING IN THIS SDAP IS OUTLINING THE PROCEDURES
 10:37:51 SO STAFF WILL HAVE THAT AVAILABLE.
 10:37:52 IF WE DO HAVE ANOTHER DISASTER, WE HAVE A WRITTEN DOCUMENT

10:37:55 THAT OUTLINES EXACTLY HOW WE NEED TO DO THAT.
 10:37:57 IT WILL BE VERY HELPFUL, MOSTLY HELPFUL FOR THE STAFF.
 10:38:01 THE TABLE OF CONTENTS IS GIGANTIC.
 10:38:04 I'LL GIVE YOU A LITTLE SAMPLE OF WHAT WE HAD TO INCLUDE.
 10:38:09 THIS DOCUMENT IS ALL-ENCOMPASSING.
 10:38:13 IT BASICALLY TELLS YOU WHO DOES WHAT.
 10:38:15 WHO IS RESPONSIBLE FOR PRE-DISASTER.
 10:38:17 WHAT DOES CODE ENFORCEMENT HAVE TO DO AFTERWARDS, WHAT DOES
 10:38:20 THE BUILDING OFFICIAL DO, WHAT DOES PUBLIC WORKS DO, WHAT
 10:38:23 DOES STEVE DO, WHAT DO THE REST OF US DO.
 10:38:27 MARILYN WITH THE PUBLIC OUTREACH, IT OUTLINES ALL THE
 10:38:31 RESPONSIBILITIES.
 10:38:31 PUTS TOGETHER AN ORG CHART AND SHOWS EVERYBODY WHAT THEIR
 10:38:35 ROLES AND RESPONSIBILITIES ARE.
 10:38:36 AGAIN, WE HAVE THIS WHOLE SECTION ON THE SUBSTANTIAL
 10:38:38 IMPROVEMENT AND SUBSTANTIAL DAMAGE THAT OUTLINES HOW YOU
 10:38:41 CALCULATE THE 50% SO THAT WE'RE CONSISTENT AND THE STAFF, IF
 10:38:46 WE DO HAVE DIFFERENT STAFF, WE HAVE A CONSISTENT WAY TO DO
 10:38:49 THIS THAT'S FEMA COMPLIANT.
 10:38:52 THERE IS A SECTION ON PERMITTING, LIKE WHAT YOU DO
 10:38:56 PRE-DISASTER AND WHAT YOU DO AFTER DISASTER.
 10:38:58 SO HOW WE ACTUALLY GO OUT AND ANALYZE LIKE THE MOBILE HOMES
 10:39:03 AND THE HOMES THAT WERE DESTROYED OR DAMAGED, HOW YOU DO
 10:39:08 THAT.
 10:39:08 AND THEN TRAINING COMPONENTS THAT SHOW THE STAFF HOW TO USE

 10:39:11 THE DIFFERENT TOOLS.
 10:39:12 WE USED A COUNTY TOOL.
 10:39:14 AND THERE IS A SUBSTANTIAL DAMAGE ESTIMATOR AND ALL
 10:39:17 DIFFERENT WAYS YOU CAN CALCULATE THIS.
 10:39:18 WE'VE GOT THAT OUTLINED.
 10:39:21 THEN BASICALLY A CHAPTER ON OUR COMMUNICATIONS PLAN.
 10:39:24 SO HAGERTY SUGGESTS TO US THINGS WE NEEDED TO DO TO IMPROVE
 10:39:28 OUR COMMUNICATIONS AND OUR OUTREACH BECAUSE WE DID HAVE A
 10:39:30 LOT OF OUTREACH, BUT PROBABLY NOT ENOUGH.
 10:39:32 WE NEEDED TO DO MORE AFTER.
 10:39:35 THEY GIVE US SUGGESTIONS OF FLYERS WE CAN PUT TOGETHER,
 10:39:39 THINGS WE CAN SEND OUT BEFORE THE STORM, THINGS WE WOULD DO
 10:39:42 AFTER THE STORM AND HOW TO BASICALLY IMPROVE WHAT WE'RE
 10:39:44 DOING.
 10:39:45 PROBABLY MARILYN DOES A GOOD JOB.
 10:39:48 SHE KIND OF FOLLOWS THE COUNTY, BUT THERE ARE OTHER THINGS
 10:39:50 WE NEED TO ADD ON AS WELL.
 10:39:52 AND THEN THIS 1206 PROTOCOL THEY CALL IT IS REALLY FOR

10:39:56 KEVIN'S STAFF, WHICH HE LEFT.
 10:40:00 WHAT CAN BE REIMBURSED BY FEMA.
 10:40:03 THE WAY YOU HAVE TO DOCUMENT EVERYTHING TO MAKE SURE YOU GET
 10:40:05 FEMA REIMBURSEMENT.
 10:40:06 AND THAT IS A BIG COMPONENT BECAUSE WE'D LIKE TO GET SOME OF
 10:40:10 OUR MONEY BACK ON THAT.
 10:40:11 FLOODPLAIN MANAGEMENT PLANS, AND THEN THE BIG COMPONENT THAT

 10:40:17 HAGERTY HELPED US WITH WAS THE TRAINING COMPONENT.
 10:40:19 THEY MADE MODULES.
 10:40:21 WE HAVE RECORDINGS.
 10:40:22 WE HAVE PowerPoints THAT WILL SHOW THE STAFF, IF THEY ARE
 10:40:25 NOT FAMILIAR, OR IF WE HAVE TO CALL ON ADDITIONAL STAFF,
 10:40:29 BACKUP FROM CGA OR SOME OTHER VENDOR TO HELP US, BECAUSE
 10:40:33 AFTER THE HURRICANE THE LAST TIME, NOBODY HAD ENOUGH STAFF.
 10:40:36 SO THE TRAINING WILL SHOW THEM HOW TO DO THINGS.
 10:40:40 THAT'S KIND OF THE OUTLINE OF WHAT IT IS.
 10:40:45 IT HELPS US FOR POST-DISASTER AND HELPS US SO THAT FEMA
 10:40:49 DOESN'T COME BACK AND TELL US WE'RE DOING SOMETHING WRONG,
 10:40:53 WHICH IS A BIG BENEFIT.
 10:40:54 AGAIN, IT WAS A LOT OF WORK.
 10:40:57 THE STAFF, PUBLIC WORKS STAFF, ROBERT WILEY SPENT A HUGE
 10:41:01 AMOUNT OF TIME ON THIS.
 10:41:02 KRISTIN, I FORGET WHO ELSE WE HAD HERE.
 10:41:06 LISA OF THE STAFF, MATT NOBLE AND CHRISTOPHER, WHO IS NEW
 10:41:11 BUT GOT DRAGGED INTO THIS AND HAGERTY CONSULTING AND STEVE
 10:41:15 HAD A BIG PART OF IT, BUT HE DOESN'T LIKE ANYBODY TO THANK
 10:41:20 HIM.
 10:41:20 STEVE SARKOZY.
 10:41:22 HE'S GLARING AT ME NOW.
 10:41:24 HAPPY TO ANSWER ANY QUESTIONS, BUT WE JUST WANT -- THE
 10:41:28 REASON WE ACTUALLY PUT THIS ON THE AGENDA IS BECAUSE WE
 10:41:30 INTEND TO PUT IT INTO THAT, AS I MENTIONED EARLIER ON OUR

 10:41:35 RECERTIFICATION DOCUMENTS THAT WE HAVE TO SEND TO THE
 10:41:38 INSURANCE SERVICES OFFICE, WE'LL INCLUDE THIS AS WELL
 10:41:40 BECAUSE WE THINK THIS WILL HELP US POSSIBLY WITH EXTRA
 10:41:43 POINTS.
 10:41:44 AND PUTTING IT ON AS A WORKSHOP, WE CAN SAY IN OUR LETTER,
 10:41:48 WE INCLUDED THIS AT A WORKSHOP WITH THE COUNCIL AND THEY
 10:41:53 ENDORSED IT.
 10:41:55 DOESN'T NEED AN OFFICIAL MOTION BUT WE WANTED TO MAKE SURE
 10:41:58 WE UPDATED YOU BEFORE WE SEND ALL THESE THINGS OFF.
 10:42:02 >>Mayor Ribble: ANY QUESTIONS?

10:42:04 >>Vice-Mayor Zalucki: I WOULD LIKE TO THANK MARY.
10:42:06 I DIDN'T GET A CHANCE TO LOOK AT THE BIG THREE-RING BINDER.
10:42:09 >>Mary Gibbs: I'M HAPPY TO LOAN IT TO YOU.
10:42:12 >>Vice-Mayor Zalucki: THANK YOU.
10:42:12 I'M GOOD.
10:42:13 THANK YOU FOR THE WORK YOU AND STAFF HAVE DONE ON THIS.
10:42:17 >>Mary Gibbs: IF YOU HAVE INSOMNIA, THIS WOULD BE A VERY
10:42:20 GOOD DOCUMENT TO TAKE HOME WITH YOU.
10:42:22 >>Mayor Ribble: I KNOW IT WAS A CHALLENGE RESPONDING WITHIN
10:42:24 FEMA'S TIMELINE, AND YOU MET THAT CHALLENGE.
10:42:27 KUDOS TO YOU AND YOUR STAFF FOR DOING IT IN THE TIME FRAME
10:42:31 THEY GIVE YOU.
10:42:32 SOMETIMES NOT A VERY BIG TIME FRAME.
10:42:34 >>Mary Gibbs: WE THOUGHT WE WOULD BE BALD HEADED BY THE TIME
10:42:38 IT WAS OVER.

10:42:38 LUCKILY THAT DIDN'T HAPPEN.
10:42:40 >>Mayor Ribble: THANK YOU.
10:42:41 ANYTHING ELSE?
10:42:41 IF NOTHING ELSE, I'LL TAKE A MOTION TO ADJOURN.
10:42:44 >> SO MOVED.
10:42:45 >>Mayor Ribble: THANK YOU.
10:42:46 COUNCILMAN LOPEZ.
10:42:47 WE ARE ADJOURNED.

DISCLAIMER:
THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.
ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

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**

April 2, 2025 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Also present

Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Public Works Director David Willems, 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 Hunt

Seconded by: Vice Mayor Zalucki

Action: Approved agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

3. PROCLAMATIONS

- (a) Arbor Day
- (b) Estero High School - Cambridge International Scholar Award and Cambridge Scholar Award with Merit

Accepting Proclamation for Estero High School
Jennifer Briddell, Principal
Carolyn Hutto, Cambridge AICE Coordinator/AICE Exams Officer

Cambridge Scholar Award with Merit:
Natalia Gonzalez Cabrera
Amelia Krupp
Katelyn Kuieck
Meghan Lay
Jiya Naik
Jennifer Pichardo

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

Terry Flanagan, Engage Estero

5. CONSENT AGENDA

- (a) March 19, 2025 Village Council Meeting Minutes

Motion: Motion to approve consent agenda.

Motion by: Councilmember Fayhee

Seconded by: Councilmember Lopez

Action: Approved consent agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. ACTION ITEM

- (a) Resolution No. 2025-06 Miromar Square Plat (PLT2024-E001)

A Resolution of the Village Council of the Village of Estero, Florida, Approving Miromar Square Plat; Making Related Findings; Providing for Severability and for an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Christopher Baker, Assistant Community Development Director

Council Questions or Comments

Councilmember McLain and Mayor Ribble

Public Comments

None

Motion: Motion to adopt Resolution No. 2025-06.

Motion by: Councilmember Lopez

Seconded by: Councilmember Ward

Action: Adopted Resolution No. 2025-06.

Vote: (Roll Call)

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

Nay:

Abstentions:

- (b) First Amendment to Public Improvement agreement between Village of Estero and High 5 Up Top, LLC

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Presentation/Information by

Michael Comparato, Vieste

Council Questions or Comments

Councilmembers McLain, Ward, and Vice Mayor Zalucki

Public Comments

None

Motion: Motion to adopt the First Amendment.

Motion by: Councilmember Hunt

Seconded by: Councilmember Lopez

Action: Adopted the First Amendment.

Vote: (Roll Call)

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

Nay:
Abstentions:

**(c) Village Center Hub - Sports and Entertainment Public Private Partnership
(P3 Solicitation)**

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney
David Willems, Public Works Manager

Council Questions or Comments

Councilmembers Fayhee, Lopez, Hunt, McLain, Ward, and Vice Mayor Zalucki

Public Comments

None

Motion: Motion to authorize a deeper solicitation process to search for additional, complimentary sports, entertainment and recreational partners within the Village Center Hub.

Motion by: Councilmember Fayhee
Seconded by: Councilmember McLain

Action: Authorized a deeper solicitation process to search for additional, complimentary sports, entertainment and recreational partners within the Village Center Hub.

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

(d) Estero Entertainment District Design & Permitting Change Order 01

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation/Information by

Michael Comparato, Vieste
Trenton Gaskins, Vieste

Council Questions or Comments

Councilmember Hunt and Vice Mayor Zalucki

Public Comments

None

Motion: Motion to approve award of Contract EC 2022-33 Change

Order 01 to RWA Engineering to provide additional professional services to update design changes.

Motion by: Councilmember Lopez

Seconded by: Vice Mayor Zalucki

Action: Approved award of Contract EC 2022-33 Change
Order 01 to RWA Engineering to provide additional professional services to update design changes.

Vote: (Roll Call)

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

Nay:

Abstentions:

(e) BERT Memorandum of Agreement

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmembers McLain, Ward, Vice Mayor Zalucki and Mayor Ribble

Public Comments

Debra Orton, Cedar Creek

Motion: Motion to approve the BERT Memorandum of Agreement and to authorize the Village Manager to approve any minor revisions requested by the other partners to the agreement.

Motion by: Councilmember Hunt

Seconded by: Councilmember McLain

Action: Approved the BERT Memorandum of Agreement and to authorize the Village Manager to approve any minor revisions requested by the other partners to the agreement.

Vote: (Roll Call)

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

Nay:

Abstentions:

8. FIRST READING

- (a)** First Reading Ordinance No. 2025-03 Repealing Article III of Chapter 10 of the Village Code Regarding Disaster Recovery

An Ordinance of the Village Council of the Village of Estero, Florida, Repealing Article III of Chapter 10 of the Village Code Regarding Disaster Recovery; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney
Mary Gibbs, Community Development Director

Council Questions or Comments

None

Public Comments

None

Motion: Motion to approve Ordinance No. 2025-03 on First Reading and schedule Second Reading for April 16, 2025.

Motion by: Vice Mayor Zalucki

Seconded by: Councilmember Lopez

Action: Approved Ordinance No. 2025-03 on First Reading and schedule Second Reading for April 16, 2025.

Vote: (Roll Call)

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

Nay:

Abstentions:

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Ward, McLain, Lopez, and Mayor Ribble

Councilmember Ward stated that he will miss the May 7, 2025 Council Meeting.

Consensus by Council to move the Village Council Meeting for June 4, 2025 to a start time of 4:30 pm instead of 9:30 am.

10. VILLAGE ATTORNEY'S REPORT

None

11. VILLAGE MANAGER'S REPORT

None

12. ADJOURNMENT at 10:55 am

Motion by Councilmember Ward

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

By: _____

Carol Sacco, CMC, Village Clerk

Joanne Ribble, Mayor

(td/CS)

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 16, 2025

Agenda Item:

Financial Report for the month ended February 28, 2025.

Description:

This financial report provides budget to actual comparisons for the month ending February 28, 2025, which is the **fifth** month of the 2024-2025 fiscal year. Activity year to date is trending as projected during the second quarter of the fiscal year.

- *Ad valorem (real estate) taxes:* February is the fourth month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In February, the Village received 3%, or \$215,747 of the annual budgeted ad valorem taxes. Year to date collections total 95% of the budgeted amount.
- *General Fund:* Revenue Sharing Sales Tax (30%), and State Revenue Sharing Fuel Tax (33%) began strong this fiscal year, Half-Cent Sales Tax (30%) totaled \$1,261,818 received through February.
- *Reserved Funds:* In March of 2024, Council adopted a comprehensive update to Village financial policies. Included in this was an update to reserve policy as follows:

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.

With the beginning of a new fiscal year in October, staff updated the required reserve amounts. After update, the General Fund has \$4,984,975 in emergency reserve funds, \$1,993,990 in operating reserve funds, \$750,000 in litigation defense reserve funds and \$1,940,400 in major road maintenance reserve funds. The remaining funds are allocated to Capital Projects and total \$29,590,440.

- *Available funds:* total funds categorized as available are \$51,685,763 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. February 28, 2025, Budget Report All Funds
2. February 28, 2025, Available Funds Report



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Revenue						
001-General Fund						
311000	Ad Valorem Taxes	-215,747.17	-6,264,663.53	-6,560,880.00	-296,216.47	95.49%
312410	Local Option Gas Tax-1-6 Cent	-55,672.60	-202,933.74	-625,000.00	-422,066.26	32.47%
315200	Local Communications Svcs Tax	-85,752.06	-361,560.46	-950,500.00	-588,939.54	38.04%
316000	Local Business Tax	-1,419.62	-3,753.17	-27,000.00	-23,246.83	13.90%
323100	Franchise Fees-Electric	-190,818.15	-875,284.30	-2,850,000.00	-1,974,715.70	30.71%
323400	Franchise Fees-Natural Gas	-12,371.00	-45,541.94	-102,500.00	-56,958.06	44.43%
323700	Franchise Fees-Solid Waste	-46,123.64	-46,123.64	-137,500.00	-91,376.36	33.54%
329500	ROW Permits	-400.00	-1,050.00	-1,000.00	50.00	105.00%
331500	Federal Grant - Econ Environ	0.00	0.00	-8,476,900.00	-8,476,900.00	0.00%
334400	State Grant - Transportation	0.00	0.00	-145,000.00	-145,000.00	0.00%
335140	Rev Sharing-Mobile Home Lic Tx	-166.75	-2,188.98	-3,750.00	-1,561.02	58.37%
335150	Rev Sharing-Alcohol Beverage Tx	-636.27	-1,272.54	-31,250.00	-29,977.46	4.07%
335160	Rev Sharing-Sales Tax	-64,140.73	-259,116.50	-850,000.00	-590,883.50	30.48%
335180	Rev Sharing-1/2 Cent Sales Tax	-365,559.31	-1,261,818.27	-4,200,000.00	-2,938,181.73	30.04%
335430	Rev Sharing-Fuel Tax	-16,145.57	-65,225.08	-195,000.00	-129,774.92	33.45%
341300	Administrative Fee	-4,149.36	-38,636.20	-150,000.00	-111,363.80	25.76%
341301	Cost Recovery-Admin Charge	-1,000.00	-5,550.00	-15,000.00	-9,450.00	37.00%
341900	Dev & Zoning-Fixed Fees	-5,320.32	-21,898.32	-60,000.00	-38,101.68	36.50%
341909	Dev & Zoning-Cost Recovery Fee	0.00	-2,562.59	-90,500.00	-87,937.41	2.83%
342500	Code Comp & Contractor License	0.00	0.00	-45,000.00	-45,000.00	0.00%
359000	Fines & Forfeitures	-20.07	-1,226.17	-250.00	976.17	490.47%
361100	Interest Income	-126,613.01	-679,941.93	-650,000.00	29,941.93	104.61%
362000	Rents & Royalties	-3,000.00	-18,000.00	-36,000.00	-18,000.00	50.00%
369900	Miscellaneous Revenue	-16,801.18	-24,425.36	-65,000.00	-40,574.64	37.58%

Page Number 1 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for General Fund		-1,211,856.81	-10,182,772.72	-26,268,030.00	-16,085,257.28	38.76%
105-Driving Range						
000-Non Divisional						
361100	Interest Income	-581.36	-3,112.45	-5,015.00	-1,902.55	62.06%
Total for Non Divisional		-581.36	-3,112.45	-5,015.00	-1,902.55	62.06%
Total for Driving Range		-581.36	-3,112.45	-5,015.00	-1,902.55	62.06%
110-Building Fee Fund						
445-Building Dept						
322000	Building Permit Fees	-98,040.33	-614,602.61	-1,400,000.00	-785,397.39	43.90%
329501	Surcharge Fee Retained	0.00	-5,503.59	-1,750.00	3,753.59	314.49%
341302	Convenience Fee	-2,619.06	-12,762.64	-35,000.00	-22,237.36	36.46%
361100	Interest Income	-1,973.27	-10,564.41	-23,500.00	-12,935.59	44.95%
Total for Building Dept		-102,632.66	-643,433.25	-1,460,250.00	-816,816.75	44.06%
Total for Building Fee Fund		-102,632.66	-643,433.25	-1,460,250.00	-816,816.75	44.06%
201-Debt Service						
000-Non Divisional						
Total for Non Divisional		0.00	0.00	0.00	0.00	0.00%
Total for Debt Service		0.00	0.00	0.00	0.00	100.00%
300-Capital Projects						
350-Road Impact Fees						
324310	Road Imp Fee-Residential	-89,964.00	-369,852.00	-1,250,000.00	-880,148.00	29.59%
324320	Road Imp Fees-Commercial	0.00	-296,171.66	-400,500.00	-104,328.34	73.95%
361100	Interest Income	-42,704.79	-228,631.37	-368,400.00	-139,768.63	62.06%
Total for Road Impact Fees		-132,668.79	-894,655.03	-2,018,900.00	-1,124,244.97	44.31%
351-Comm Park Impact Fees						
361100	Interest Income	-373.52	-1,999.72	-3,225.00	-1,225.28	62.01%

Page Number 2 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for Comm Park Impact Fees		-373.52	-1,999.72	-3,225.00	-1,225.28	62.01%
352-Reg Park Imp Fee						
Total for Reg Park Imp Fee		0.00	0.00	0.00	0.00	0.00%
353-Comm Park Contributions						
361100	Interest Income	-349.93	-1,873.43	-1,575.00	298.43	118.95%
Total for Comm Park Contributions		-349.93	-1,873.43	-1,575.00	298.43	118.95%
354-Public Land						
361100	Interest Income	-495.73	-2,654.01	-4,275.00	-1,620.99	62.08%
Total for Public Land		-495.73	-2,654.01	-4,275.00	-1,620.99	62.08%
355-Park Impact Fees						
324610	Park Imp Fees-Residential	-13,815.00	-56,795.00	-115,000.00	-58,205.00	49.39%
324620	Park Imp Fee-Commercial	0.00	-159,194.00	-67,500.00	91,694.00	235.84%
361100	Interest Income	-4,242.23	-22,711.89	-36,595.00	-13,883.11	62.06%
Total for Park Impact Fees		-18,057.23	-238,700.89	-219,095.00	19,605.89	108.95%
360-Physical Environment						
381001	Transfer from General Fund	0.00	-61,758.71	-10,304,615.00	-10,242,856.29	0.60%
Total for Physical Environment		0.00	-61,758.71	-10,304,615.00	-10,242,856.29	0.60%
365-Transportation						
366000	Contributions & Donations	0.00	-361,598.56	-16,600,600.00	-16,239,001.44	2.18%
381001	Transfer from General Fund	0.00	0.00	-30,000,000.00	-30,000,000.00	0.00%
381350	Transfer from Road Impact Fee	12,639.00	-262,601.91	0.00	262,601.91	0.00%
381366	Transfer from Gas Tax	0.00	0.00	0.00	0.00	0.00%
Total for Transportation		12,639.00	-624,200.47	-46,600,600.00	-45,976,399.53	1.34%
366-Gas Tax						
312420	Local Option Gas Tax 1-5 Cent	-39,415.09	-145,590.96	-415,000.00	-269,409.04	35.08%
361100	Interest Income	-7,817.10	-41,850.92	-143,350.00	-101,499.08	29.19%

Page Number 3 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for Gas Tax		-47,232.19	-187,441.88	-558,350.00	-370,908.12	33.57%
600-Parks & Recreation						
381001	Transfer from General Fund	0.00	-1,326,327.44	-10,000,000.00	-8,673,672.56	13.26%
381355	Transfer from Park Impact Fees	0.00	0.00	0.00	0.00	0.00%
Total for Parks & Recreation		0.00	-1,326,327.44	-10,000,000.00	-8,673,672.56	13.26%
Total for Capital Projects		-186,538.39	-3,339,611.58	-69,710,635.00	-66,371,023.42	4.79%
Total for Revenue		-1,501,027.86	-14,165,817.55	-97,438,915.00	-83,273,097.45	14.54%
001-General Fund						
000-Non Divisional						
581360	Transfer to Physical Envirmment	0.00	61,758.71	12,304,615.00	12,242,856.29	0.50%
581365	Transfer to Transportation	-12,639.00	262,601.91	30,000,000.00	29,737,398.09	0.88%
581600	Transfer to Parks& Rec CapProj	0.00	1,326,327.44	8,000,000.00	6,673,672.56	16.58%
Total for Non Divisional		-12,639.00	1,650,688.06	50,304,615.00	48,653,926.94	3.28%
100-Village Council						
511000	Executive Salaries	10,356.43	51,782.15	124,300.00	72,517.85	41.66%
521000	FICA Taxes	792.29	3,961.45	9,600.00	5,638.55	41.27%
524000	Workers Compensation	0.00	87.66	1,910.00	1,822.34	4.59%
525000	Unemployment Compensation	139.87	733.34	2,000.00	1,266.66	36.67%
540000	Travel and Per Diem	1,100.30	1,176.32	23,000.00	21,823.68	5.11%
554000	Books Pub & Memberships	0.00	7,558.00	9,500.00	1,942.00	79.56%
555000	Training	0.00	1,350.00	1,500.00	150.00	90.00%
Total for Village Council		12,388.89	66,648.92	171,810.00	105,161.08	38.79%
101-Village Manager						
511000	Executive Salaries	20,009.46	100,014.57	260,130.00	160,115.43	38.45%
512000	Regular Salaries & Wages	13,418.24	66,994.62	195,000.00	128,005.38	34.36%
513000	Other Salaries & Wages	665.38	3,301.90	8,300.00	4,998.10	39.78%



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
521000	FICA Taxes	2,657.94	9,483.15	35,410.00	25,926.85	26.78%
522000	Retirement Contributions	2,101.00	10,501.55	44,250.00	33,748.45	23.73%
523000	Group Health Insurance	0.00	37,652.29	95,035.00	57,382.71	39.62%
524000	Workers Compensation	0.00	376.94	7,100.00	6,723.06	5.31%
525000	Unemployment Compensation	57.70	314.34	850.00	535.66	36.98%
531000	Professional Services	0.00	0.00	85,000.00	85,000.00	0.00%
534000	Misc Contracted Services	0.00	0.00	35,000.00	35,000.00	0.00%
534101	Public Relations	1,115.00	20,373.72	20,000.00	-373.72	101.87%
540000	Travel and Per Diem	129.70	-1,438.47	12,500.00	13,938.47	-11.51%
541000	Communication Services	2.99	12,590.95	38,000.00	25,409.05	33.13%
554000	Books Pub & Memberships	0.00	1,177.00	4,000.00	2,823.00	29.43%
555000	Training	0.00	-735.00	4,250.00	4,985.00	-17.29%
Total for Village Manager		40,157.41	260,607.56	844,825.00	584,217.44	30.85%
110-Village Attorney						
531101	Legal Services	0.00	82,761.96	212,500.00	129,738.04	38.95%
531102	Land Use Legal Services	0.00	12,215.25	85,000.00	72,784.75	14.37%
531103	Code Enforcement Legal	0.00	0.00	12,000.00	12,000.00	0.00%
531106	Land Dev Code Legal	0.00	0.00	15,000.00	15,000.00	0.00%
531109	Miscellaneous legal	0.00	0.00	12,500.00	12,500.00	0.00%
531402	Comprehensive Plan	0.00	0.00	15,000.00	15,000.00	0.00%
Total for Village Attorney		0.00	94,977.21	352,000.00	257,022.79	26.98%
115-Village Clerk						
512000	Regular Salaries & Wages	3,462.60	17,302.75	130,715.00	113,412.25	13.24%
521000	FICA Taxes	264.88	1,323.61	10,015.00	8,691.39	13.22%
522000	Retirement Contributions	1,130.76	5,644.31	8,845.00	3,200.69	63.81%
523000	Group Health Insurance	0.00	35.06	24,640.00	24,604.94	0.14%



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month	Year to Date		Budget Variance	Year to Date
		Actual	Actual	Budget	Amount	Percentage
524000	Workers Compensation	58.52	307.20	2,550.00	2,242.80	12.05%
525000	Unemployment Compensation	-508.41	-508.41	850.00	1,358.41	-59.81%
531117	Election Services	0.00	0.00	85,000.00	85,000.00	0.00%
534102	Codification	0.00	0.00	3,000.00	3,000.00	0.00%
540000	Travel and Per Diem	0.00	895.28	1,250.00	354.72	71.62%
548000	Legal Notices	0.00	2,138.47	5,000.00	2,861.53	42.77%
554000	Books Pub & Memberships	0.00	225.00	500.00	275.00	45.00%
555000	Training	0.00	0.00	750.00	750.00	0.00%
Total for Village Clerk		4,408.35	27,363.27	273,115.00	245,751.73	10.02%
130-Finance						
512000	Regular Salaries & Wages	29,274.24	147,065.54	388,490.00	241,424.46	37.86%
521000	FICA Taxes	2,176.81	10,562.46	29,750.00	19,187.54	35.50%
522000	Retirement Contributions	2,768.00	13,835.53	36,000.00	22,164.47	38.43%
523000	Group Health Insurance	0.00	36,864.91	85,465.00	48,600.09	43.13%
524000	Workers Compensation	0	262.98	7,120.00	6,655.17	3.69%
525000	Unemployment Compensation	85.78	464.83	1,250.00	-4,962.50	37.19%
531000	Professional Services	0.00	6,212.50	10,000.00	3,787.50	62.13%
532000	Auditing Services	0.00	4,000.00	51,000.00	47,000.00	7.84%
540000	Travel and Per Diem	0.00	0.00	4,500.00	4,500.00	0.00%
554000	Books Pub & Memberships	0.00	383.50	2,000.00	1,616.50	19.18%
555000	Training	0.00	135.00	2,000.00	1,865.00	6.75%
Total for Finance		34,304.83	219,787.25	617,575.00	391,838.23	35.59%
170-Information Technology						
531110	IT Contracted Services	0.00	83,480.30	175,000.00	91,519.70	47.70%
531111	Webmaster Srvs & Maintenance	0.00	36,972.97	34,300.00	-2,672.97	107.79%
531112	Audio Visual Services	0.00	0.00	120,000.00	120,000.00	0.00%

Page Number 6 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month	Year to Date		Budget Variance	Year to Date
		Actual	Actual	Budget	Amount	Percentage
552001	Software Licensing	0.00	143,243.47	145,000.00	1,756.53	98.79%
552002	Small Tools & Equipment	179.09	415.05	10,000.00	9,584.95	4.15%
564000	Capital Outlay - Mach & Equip	0.00	0.00	10,000.00	10,000.00	0.00%
Total for Information Technology		179.09	264,111.79	494,300.00	230,188.21	53.43%
180-General Government						
531112	Audio Visual Services	0.00	11,435.76	27,550.00	16,114.24	41.51%
531113	Recruitment Services	0.00	19,046.45	12,500.00	-6,546.45	152.37%
531114	Lobbying Services	0.00	17,979.00	80,000.00	62,021.00	22.47%
534000	Misc Contracted Services	0.00	20,545.00	250,000.00	229,455.00	8.22%
540000	Travel and Per Diem	0.00	197.19	5,000.00	4,802.81	3.94%
541000	Communication Services	0.00	4,733.80	6,500.00	1,766.20	72.83%
542000	Freight & Postage	14.55	689.25	4,500.00	3,810.75	15.32%
543000	Utilities	0.00	29,490.17	55,750.00	26,259.83	52.90%
544100	Building Lease	23,510.13	119,528.42	295,000.00	175,471.58	40.52%
544200	Equipment Rental & Leases	0.00	2,369.60	11,000.00	8,630.40	21.54%
545000	Insurance	0.00	104,640.50	175,000.00	70,359.50	59.79%
546000	Repair & Maintenance Services	0.00	4,821.93	20,000.00	15,178.07	24.11%
547000	Printing	0.00	130.38	1,500.00	1,369.62	8.69%
549101	State Administrative Fees	7.11	7.11	9,500.00	9,492.89	0.07%
549102	Tax Collector Fees	0.00	0.00	4,000.00	4,000.00	0.00%
549103	Contingency	0.00	0.00	125,000.00	125,000.00	0.00%
551000	Office Supplies	308.91	9,767.88	7,500.00	-2,267.88	130.24%
552000	Operating Supplies	572.43	5,671.24	25,000.00	19,328.76	22.68%
552005	Bank Charges	-49.00	61.51	500.00	438.49	12.30%
554000	Books Pub & Memberships	66.78	333.90	2,000.00	1,666.10	16.70%
Total for General Government		24,430.91	351,449.09	1,117,800.00	766,350.91	31.44%

Page Number 7 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
197-COVID						
Total for COVID		0.00	0.00	0.00	0.00	100.00%
201-Law Enforcement/Security						
534201	Lee Cty Law Enforcement	0.00	1,879.00	10,000.00	8,121.00	18.79%
534501	Lee Cty Animal Control Srvs	0.00	0.00	45,000.00	45,000.00	0.00%
Total for Law Enforcement/Security		0.00	1,879.00	55,000.00	53,121.00	3.42%
210-Code Compliance Services						
531115	Special Magistrate Srvs	0.00	2,000.00	20,250.00	18,250.00	9.88%
531201	Code Compliance Contract Srvs	0.00	62,451.79	162,500.00	100,048.21	38.43%
549105	Other Chrges-Filing Fees	0.00	95.00	1,500.00	1,405.00	6.33%
Total for Code Compliance Services		0.00	64,546.79	184,250.00	119,703.21	35.03%
298-Lee County Marine Patrol						
534202	Lee Cty Marine Patrol	0.00	0.00	43,860.00	43,860.00	0.00%
Total for Lee County Marine Patrol		0.00	0.00	43,860.00	43,860.00	0.00%
299-Disaster Response						
531000	Professional Services	0.00	39,138.25	25,000.00	-14,138.25	156.55%
531116	Disaster Preparedness Services	0.00	1,805.47	10,000.00	8,194.53	18.05%
Total for Disaster Response		0.00	40,943.72	35,000.00	-5,943.72	116.98%
360-Physical Environment						
531000	Professional Services	0.00	0.00	25,000.00	25,000.00	0.00%
531301	Water Level & Quality Monitor	0.00	31,369.66	170,000.00	138,630.34	18.45%
531305	NPDES Compliance	0.00	0.00	5,000.00	5,000.00	0.00%
531415	Reclaimed Water Study	0.00	0.00	20,000.00	20,000.00	0.00%
531502	Flood Plain-Com Rating System	0.00	0.00	150,000.00	150,000.00	0.00%
534000	Misc Contracted Services	0.00	1,228.00	50,000.00	48,772.00	2.46%
546301	Stormwater Maint	0.00	0.00	150,000.00	150,000.00	0.00%

Page Number 8 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
549106	Water Quality Joint Advocacy	0.00	5,000.00	7,500.00	2,500.00	66.67%
	Total for Physical Environment	0.00	37,597.66	577,500.00	539,902.34	6.51%
	365-Transportation					
512000	Regular Salaries & Wages	26,297.73	129,315.61	341,225.00	211,909.39	37.90%
521000	FICA Taxes	1,923.90	9,645.30	26,130.00	16,484.70	36.91%
522000	Retirement Contributions	2,334.42	8,778.92	19,000.00	10,221.08	46.20%
523000	Group Health Insurance	0.00	33,726.42	45,020.00	11,293.58	74.91%
524000	Workers Compensation	0.00	5,031.68	10,050.00	5,018.32	50.07%
525000	Unemployment Compensation	67.69	372.14	1,000.00	627.86	37.21%
531306	Traffic Counts	0.00	0.00	20,000.00	20,000.00	0.00%
534000	Misc Contracted Services	0.00	85,008.67	100,000.00	14,991.33	85.01%
534301	Street Sweeping Services	0.00	8,000.00	30,000.00	22,000.00	26.67%
534302	Right-of-Way Permit Review	0.00	0.00	25,000.00	25,000.00	0.00%
534306	Misc Construction Services	0.00	18,865.00	60,000.00	41,135.00	31.44%
540000	Travel and Per Diem	0.00	3,039.05	6,500.00	3,460.95	46.75%
541000	Communication Services	0.00	169.20	650.00	480.80	26.03%
543000	Utilities	0.00	21,009.68	85,000.00	63,990.32	24.72%
544200	Equipment Rental & Leases	330.00	1,650.00	2,500.00	850.00	66.00%
545000	Insurance	0.00	6,428.50	14,750.00	8,321.50	43.58%
546302	Bridge Maintenance	0.00	0.00	10,000.00	10,000.00	0.00%
546304	Irrigation Maintenance	0.00	25,444.18	77,500.00	52,055.82	32.83%
546305	Landscape Maintenance	0.00	329,288.05	1,180,000.00	850,711.95	27.91%
546306	Mowing Maintenance	0.00	0.00	32,500.00	32,500.00	0.00%
546307	Ditch Maintenance	0.00	82,335.37	157,000.00	74,664.63	52.44%
546309	Street Light Maintenance	0.00	5,448.50	85,500.00	80,051.50	6.37%
546310	Traffic Sign Maintenance	0.00	0.00	70,000.00	70,000.00	0.00%

Page Number 9 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month	Year to Date		Budget Variance	Year to Date
		Actual	Actual	Budget	Amount	Percentage
546311	Traffic Signal Maintenance	0.00	0.00	66,000.00	66,000.00	0.00%
546312	Railroad Maintenance	0.00	32,888.00	150,000.00	117,112.00	21.93%
546313	Road Maintenance	0.00	2,828.24	412,000.00	409,171.76	0.69%
552000	Operating Supplies	0.00	253.42	5,000.00	4,746.58	5.07%
554000	Books Pub & Memberships	75.00	1,056.00	1,500.00	444.00	70.40%
555000	Training	49.00	49.00	3,000.00	2,951.00	1.63%
Total for Transportation		31,077.74	810,630.93	3,036,825.00	2,226,194.07	26.69%
439-Development Services						
512000	Regular Salaries & Wages	26,763.78	108,842.33	585,875.00	477,032.67	18.58%
521000	FICA Taxes	2,047.45	8,729.24	44,845.00	36,115.76	19.47%
522000	Retirement Contributions	2,523.54	8,937.21	54,190.00	45,252.79	16.49%
523000	Group Health Insurance	1,037.08	8,108.02	105,810.00	97,701.98	7.66%
524000	Workers Compensation	0.00	2,971.68	12,710.00	9,738.32	23.38%
525000	Unemployment Compensation	132.98	690.61	1,500.00	809.39	46.04%
531000	Professional Services	0.00	649.00	60,000.00	59,351.00	1.08%
531315	Growth Model Svcs	0.00	0.00	10,000.00	10,000.00	0.00%
531316	Development Svcs Manager	0.00	0.00	40,000.00	40,000.00	0.00%
531402	Comprehensive Plan	0.00	0.00	30,000.00	30,000.00	0.00%
531403	Land Development Code	0.00	0.00	40,000.00	40,000.00	0.00%
534000	Misc Contracted Services	0.00	180,141.78	365,000.00	184,858.22	49.35%
540000	Travel and Per Diem	0.00	589.47	2,500.00	1,910.53	23.58%
548000	Legal Notices	0.00	171.00	6,000.00	5,829.00	2.85%
554000	Books Pub & Memberships	635.23	4,379.01	10,000.00	5,620.99	43.79%
555000	Training	0.00	0.00	1,000.00	1,000.00	0.00%
Total for Development Services		33,140.06	324,209.35	1,369,430.00	1,045,220.65	23.67%
440-Planning, Zoning, Dev Review						

Page Number 10 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month	Year to Date		Budget Variance	Year to Date
		Actual	Actual	Budget	Amount	Percentage
512000	Regular Salaries & Wages	0.00	2,381.48	125,000.00	122,618.52	1.91%
521000	FICA Taxes	0.00	181.11	9,600.00	9,418.89	1.89%
524000	Workers Compensation	0.00	0.00	2,000.00	2,000.00	0.00%
525000	Unemployment Compensation	0.00	0.00	500.00	500.00	0.00%
531000	Professional Services	0.00	1,500.00	15,000.00	13,500.00	10.00%
549104	Planning & Zoning-Fixed Fee	0.00	171,859.90	350,000.00	178,140.10	49.10%
Total for Planning, Zoning, Dev Review		0.00	175,922.49	502,100.00	326,177.51	35.04%
601-Parks Master Plan						
512000	Regular Salaries & Wages	0.00	0.00	140,000.00	140,000.00	0.00%
521000	FICA Taxes	0.00	0.00	10,710.00	10,710.00	0.00%
522000	Retirement Contributions	0.00	0.00	14,700.00	14,700.00	0.00%
523000	Group Health Insurance	0.00	0.00	31,950.00	31,950.00	0.00%
524000	Workers Compensation	0.00	0.00	2,150.00	2,150.00	0.00%
525000	Unemployment Compensation	0.00	0.00	500.00	500.00	0.00%
531000	Professional Services	0.00	92,121.45	0.00	-92,121.45	0.00%
534601	YMCA Operating Agreement	0.00	26,594.64	69,300.00	42,705.36	38.38%
543000	Utilities	0.00	3,566.31	7,750.00	4,183.69	46.02%
544200	Equipment Rental & Leases	0.00	0.00	2,500.00	2,500.00	0.00%
546000	Repair & Maintenance Services	0.00	8,456.00	15,000.00	6,544.00	56.37%
Total for Parks Master Plan		0.00	130,738.40	294,560.00	163,821.60	44.38%
Total for General Fund		167,448.28	4,522,101.49	60,274,565.00	55,746,513.99	7.50%
105-Driving Range						
600-Parks & Recreation						
534000	Misc Contracted Services	0.00	825.83	2,500.00	1,674.17	33.03%
541000	Communication Services	0.00	-24.47	1,800.00	1,824.47	-1.36%
543000	Utilities	0.00	533.70	3,000.00	2,466.30	17.79%

Page Number 11 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description		Current Month	Year to Date		Budget Variance	Year to Date
		Actual	Actual	Budget	Amount	Percentage
546000	Repair & Maintenance Services	0.00	0.00	2,000.00	2,000.00	0.00%
552000	Operating Supplies	0.00	0.00	1,500.00	1,500.00	0.00%
	Total for Parks & Recreation	0.00	1,335.06	10,800.00	9,464.94	12.36%
	Total for Driving Range	0.00	1,335.06	10,800.00	9,464.94	12.36%
110-Building Fee Fund						
445-Building Dept						
531000	Professional Services	0.00	675.00	100,000.00	99,325.00	0.68%
531110	IT Contracted Services	0.00	2,543.55	5,750.00	3,206.45	44.24%
531401	Building Service Contract	0.00	1,007,928.74	1,300,000.00	292,071.26	77.53%
541000	Communication Services	0.00	448.19	2,000.00	1,551.81	22.41%
542000	Freight & Postage	0.00	122.76	750.00	627.24	16.37%
543000	Utilities	0.00	3,517.73	8,500.00	4,982.27	41.39%
544100	Building Lease	4,815.33	24,481.73	62,500.00	38,018.27	39.17%
544200	Equipment Rental & Leases	0.00	5,265.11	8,600.00	3,334.89	61.22%
546000	Repair & Maintenance Services	0.00	832.74	3,000.00	2,167.26	27.76%
551000	Office Supplies	0.00	1,267.62	3,500.00	2,232.38	36.22%
552000	Operating Supplies	0.00	10.00	5,000.00	4,990.00	0.20%
552001	Software Licensing	0.00	6,375.00	15,000.00	8,625.00	42.50%
552009	Credit Card Fees	2,589.02	14,484.77	40,000.00	25,515.23	36.21%
	Total for Building Dept	7,404.35	1,067,952.94	1,554,600.00	486,647.06	68.70%
	Total for Building Fee Fund	7,404.35	1,067,952.94	1,554,600.00	486,647.06	68.70%
201-Debt Service						
000-Non Divisional						
	Total for Non Divisional	0.00	0.00	0.00	0.00	0.00%
	Total for Debt Service	0.00	0.00	0.00	0.00	0.00%
300-Capital Projects						

Page Number 12 of 14



Village of Estero
Budget Report All Funds
For Month Ending February 2025

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
350-Road Impact Fees						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Road Impact Fees	0.00	0.00	0.00	0.00	0.00%
351-Comm Park Impact Fees						
	Total for Comm Park Impact Fees	0.00	0.00	0.00	0.00	0.00%
352-Reg Park Imp Fee						
	Total for Reg Park Imp Fee	0.00	0.00	0.00	0.00	0.00%
354-Public Land						
	Total for Public Land	0.00	0.00	0.00	0.00	0.00%
355-Park Impact Fees						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Park Impact Fees	0.00	0.00	0.00	0.00	0.00%
360-Physical Environment						
563000	Capital Outlay - Infrastructure	0.00	61,758.71	57,421,714.00	57,359,955.29	0.11%
	Total for Physical Environment	0.00	61,758.71	57,421,714.00	57,359,955.29	0.11%
365-Transportation						
563000	Capital Outlay - Infrastructure	-12,639.00	262,601.91	22,447,200.00	22,184,598.09	1.17%
	Total for Transportation	-12,639.00	262,601.91	22,447,200.00	22,184,598.09	1.17%
366-Gas Tax						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Gas Tax	0.00	0.00	0.00	0.00	0.00%
600-Parks & Recreation						
561000	Capital Outlay - Land	0.00	0.00	0.00	0.00	0.00%
563000	Capital Outlay - Infrastructure	0.00	1,326,327.44	0.00	0.00	0.00%
	Total for Parks & Recreation	0.00	1,326,327.44	0.00	0.00	0.00%
	Total for Capital Projects	-12,639.00	1,650,688.06	79,868,914.00	79,544,553.38	0.00%

Page Number 13 of 14



**Village of Estero
Budget Report All Funds
For Month Ending February 2025**

Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for Expense	162,213.63	7,242,077.55	141,708,879.00	135,787,179.37	5.11%
Net Revenue / Expense	-1,338,814.23	-6,923,740.00	44,269,964.00	52,514,081.92	-15.64%



Village of Estero
Reserved and Available Funds Report
For the Month Ending February 25

Reserved and Available Funds Report

Emergency Reserve	\$	4,984,975
Operating Reserve		1,993,990
Litigation Defense Reserve		750,000
Major Road Maintenance Reserve		1,940,400
Total Reserved Funds	\$	<u>9,669,365</u>

General Fund Capital Projects	\$	29,529,210
Building Fee Fund		(24,832)
Gas Tax Capital Projects		2,864,312
Developer Contribution		292,047
Road Impact Fees		16,468,932
Community Park Impact Fees		118,150
Estero Park Entry Contribution		110,694
Park Imp Fees		2,034,617
Public Land Purchase		156,856
Driving Range		<u>135,778</u>
Total Available Funds	\$	<u>51,685,763</u>
Total All Funds		<u>61,355,128</u>

Agenda Item 4 c

Council Liaison Assignments

Desk packet

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 16, 2025

Agenda Item:

Progress Report on Local Mitigation Strategy

Motion to approve Progress Report on Local Mitigation Strategy for inclusion in the Village's recertification to the Insurance Services Office (ISO), Verisk Analytics.

Background:

The Village was notified on March 14, 2025 that it has until May 1st to submit information for the Community Rating System (CRS) annual recertification. This is required to maintain the Village's current CRS classification. Staff is preparing the documentation to submit before the May 1st deadline.

The Village must include a Progress Report on the Local Mitigation Strategy. The Village is required to conduct a yearly review on the progress of Local Mitigation Strategy projects, which serves as the flood mitigation plan.

Action Requested:

Motion to approve Progress Report on Local Mitigation Strategy for inclusion in the Village's recertification to the Insurance Services Office (ISO), Verisk Analytics.

Process and Timeline:

- Village was notified March 14, 2025 that recertification documents are due on May 1, 2025.

Financial Impact:

No direct financial impact. Indirect impact includes staff time to prepare and assemble the required information. This information is critical to maintain the Village's CRS score.

Prepared by: Mary Gibbs

Attachments:

1. Progress Report on Local Mitigation Strategy with Joint Local Mitigation Strategy attachment



Progress Report
on
Local Mitigation Strategy

April 16, 2025

Village of Estero Progress Report on Local Mitigation Strategy

April 16, 2025

This document is the annual status report of the Village Council, in conjunction with the attached April 8, 2025 Joint Local Mitigation Strategy Mitigation Action Plan for Lee County and its political subdivisions.

2022 Joint Local Mitigation Strategy

The Joint Local Mitigation Strategy Planning Team/Working Group is comprised of representatives from each municipality in Lee County as well as representatives from unincorporated Lee County. The County adopted the Local Mitigation Strategy in 2022. The Village of Estero Council adopted the Local Mitigation Strategy on July 6, 2022 (Resolution No. 2022-20). The Local Mitigation Strategy also serves as the Flood Mitigation Plan, as required of all communities that participate in the National Flood Insurance Program (NFIP) and seek project funding from the Flood Mitigation Assistance Program and Hazard Mitigation Grant Program.

The Village is required to conduct a yearly review of the progress of the Local Mitigation Strategy projects. The Local Mitigation Strategy plan document is updated every five years. The Local Mitigation Strategy is a companion document to the Lee County Comprehensive Emergency Management Plan as well as individual municipalities' Emergency Management Plans. The Local Mitigation Strategy identifies core mitigation capabilities and describes short- and long-term mitigation strategies and activities. In addition, the Local Mitigation Strategy sets mitigation goals, objectives, and strategies delineating community actions to reduce hazard risks.

Mitigation Priorities

Preventative activities include those that reduce the risk to people, property, and the environment. The Village has undertaken several preventative activities as outlined below.

Property Acquisitions in the Floodplain and Floodway – Reduced Development Impacts in Floodplain

- The Village of Estero purchased the “Estero on the River” property (\$24,562,500) which is located in the regulated floodplain and contains a floodway. Approximately half of the site, the 31.5-acre portion of the property located south of the Estero River, is now being developed as a passive park with walking paths. Exotic vegetation removal is underway. Walking paths will be constructed after eagle nesting season. Acquisition of the property furthers natural resource protection and prevents future development. The property had been rezoned by Lee County for intense commercial use and residential use. After the Village purchased the property, the Council adopted a Comprehensive Plan Amendment to change the land use from the most intensive category, Village Center, to Public Parks and Recreation. The Council also

Page 1 of 4

rezoned the southern half of the property from Mixed Use Development to Park and Community Facilities, a “downzoning” which severely restricts the uses.

- The Village of Estero also purchased the River Oaks property (\$1,200,000). This property is located in the regulated floodplain and contains a floodway. Intended use is for hiking trails, conservation, and a nature education facility. The property acquisition also furthers natural resource protection. This property had also been slated for development by Lee County prior to the Village’s incorporation. Exotic vegetation has recently been removed.
- The Village purchased a 72-acre site owned by the Lee County School District for a Regional Stormwater Facility. This is further described under Future Projects.

These acquisitions are consistent with and further implement Goal 1 of the Joint Local Mitigation Strategy which is to “Reduce community risk and vulnerability to hazards especially flooding hazards”. These acquisitions also further Goal 3 which seeks to “Support natural resource protection activities that preserve or maintain natural areas”.

Short-Term Mitigation

Two public emergency shelters have been established in Estero; the Estero Recreation Center and Hertz Arena. These facilities have been maintained and enhanced as public shelters over this review period. Hertz Arena was recently improved with roof repairs and hurricane strengthening.

Lee County is also currently evaluating the Joint LMS “Mitigation Action Plan”. A draft copy is attached. The draft Mitigation Action Plan will be presented to the Disaster Advisory Council prior to May. This Plan shows the status of 30 pages of projects. Numerous projects on this list have been completed or are in progress.

Future Projects

1. *Regional Stormwater Facility* - The Village of Estero purchased a 72-acre Lee County School District site on Three Oaks Parkway for \$15,000,000. This project will become the Estero Regional Stormwater Facility and will make stormwater conveyance improvements to the Estero River North Branch by providing storage and peak flow diversion from the North Branch to the South Branch. This will reduce flood risk to people and property, address environmental issues, and promote Local Mitigation Strategy goals. This property was slated for development as a large, combined middle and elementary school but now will serve as green infrastructure.
2. *Broadway West Utilities Extension Project – Phase C (Luettich Lane and Sherrill Lane)* - This project promotes Goal 2 of the Joint Local Mitigation Strategy by reducing impacts to repetitive loss. The project will address local flooding issues by rebuilding the roadside swales, providing a stormwater component where none existed, as well as providing central water and sewer.

3. *Broadway West Drainage and Safety Improvements* – This project will address the roadside shoulders, sidewalks, and swales in areas that had been subject to flooding in recent hurricanes. This area is entirely in the regulated floodplain. Design is anticipated to begin this year.
4. *Improved Stormwater Flow Capacity* - The Village has an agreement with the Seminole Gulf Railway for railroad ditch maintenance which improves drainage for several communities such as Cascades, Cypress Bend, and the residential neighborhood south of Broadway East that includes Orange Blossom Lane, Mockingbird Lane, and Judeth Lane. This agreement allows the Village to undertake vegetation control and debris removal work within the ditch on the railroad's property to maintain stormwater flow capacity.
5. *Grants* - The Village received two grants, one for a Village-wide Vulnerability Study and the second for a Planning Study for the "Old Estero" area, a large area developed prior to modern standards and regulations. The studies will address resiliency and flooding issues. The grants are through the CDBG-DR program. The Vulnerability Assessment will include a comprehensive assessment of the Village's vulnerabilities to environmental conditions including storm surge and rainfall flooding, sea level rise, and drought conditions and will provide recommendations to reduce impacts to life, safety, and property. The Planning Study encompasses a 1,000-acre area of the Village and will include recommendations for a plan for more resilient and sustainable development.

Demonstrated Compliance with FEMA Mitigation Strategies

1. FEMA, in several publications, recommends strategies that jurisdictions may use to mitigate the impact of flooding and natural disasters. One such recommended strategy is the implementation of "Green Infrastructure". While "Green Infrastructure" is a broad term, the Village has been implementing this in a variety of ways. The Village has acquired the properties discussed above for a total of \$40.7 million. These properties are all located in the floodplain. Now that the properties are under Village ownership they are no longer subject to the previously approved private development of thousands of square feet of commercial use and hundreds of residential dwellings.
2. Additionally, the Village is undertaking "green infrastructure" utility projects to extend sanitary sewer service to existing homes in the floodplain as previously described. This has two benefits: 1) the septic systems will no longer be flooded in disaster events and polluting the Estero River, and 2) the reconstruction of the public utility easements along roads where new lines are installed will enhance drainage and help mitigate flooding.
3. Another example of "green infrastructure" was codified in the 2021 Land Development Code. The parking section of the Village Code has a standard that states if a project proposes more than 125% of the required parking for a use, the excess parking must be pervious. This is a direct effort to reduce vast expanses of asphalt and reduce runoff. These are examples of how the Village is being proactive and finding opportunities to implement flood mitigation in everyday development projects, utility projects, and strategic use of public funds regarding property acquisition.

4. Another significant achievement made by the Village was the completion of the Substantial Damage Administrative Procedures (SDAP). In short, FEMA required the Village to develop this plan and have it complete in November 2024. This milestone was accomplished. However, the Village went even further by developing additional protocols and incorporating additional procedures so that in a time of disaster staff can be trained, procurement executed in compliance with FEMA, and appropriate data collection is collected and tracked. The SDAP is a very useful tool that acts as a one stop FEMA-compliant resource for staff. Not only will it ensure that FEMA requirements are met, but it also improves the Village's service delivery to residents and businesses during a disaster declaration by ensuring consistency, strategic action, and documentation.
5. The SDAP meets Goal 5 of the Joint Local Mitigation Strategy as it has catalogued "mitigation-related ordinances, codes, policies and plans, to ensure an up-to-date integration of all documents".

Conclusion

The Village continues its proactive efforts and commitment to mitigate flooding impacts and improve the safety of the residents of Estero through the Joint Local Mitigation Strategy and its short term and long term priorities outlined in this report.

Joint Local Mitigation Strategy

Lee County and its Political Subdivisions and Florida Gulf Coast University

Mitigation Action Plan

4/8/2025

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.01							
110	Restructure the Disaster Advisory Council from Ordinance 07-20 to Administrative Code 2-23.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	AC 2-23	2024 2Q	DAC	Completed	
111	Restructure the LMS Working Group as a standalone entity from the Disaster Advisory Council.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	DAC approval on proposed LMS Working Group organizational structure.	2025 1Q	LMS Chair; DAC	Completed	LMSWG moved out of the DAC as of January 2025.

Page 1 of 30

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.01							
1	Inventory existing codes and ordinances.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Report with comprehensive inventory	2025 2Q	Working Group subcommittee	Pending	Chair Holdaway change the target year from 2023 to 2025 to account for time needed to complete the update to the Lee County Comprehensive Emergency Management Plan and transitions occurring within the Lee County Division of Emergency Management.
2	Review codes and ordinances and compare them against updated hazard identification and risk assessment and current mitigation principles and guidelines.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Report with comparison information for each code and ordinance	2025 3Q	Working Group subcommittee	Pending	
3	Recommendation for revisions.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Formal recommendation from the Working Group to participating jurisdictions	2025 4Q	Working Group subcommittee	Pending	
1.02							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.02							
5	Incorporate at least one mitigation action/project from each participating project into the Mitigation Action Plan or the Mitigation Project List.	0 - Not Applicable	Updated Mitigation Action Plan Updated Mitigation Project List	2022 1Q	Working Group Chairperson	Completed	
4	Assist each participating jurisdiction to identify at least one mitigation action/project.	0 - Not Applicable	Email contacts with representative from each participating jurisdiction	2022 1Q	Working Group Chairperson	Completed	
112	Solicit updates to the Prioritized Project List (PPL) from LMSWG members.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Updated PPL.	2025 1Q	LMS Chair	Completed	
113	Solicit new LMSWG mitigation projects for upcoming HMGP Debby, Helene, and Milton applications.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	New projects submitted in the Smartsheet form.	2025 2Q	LMS Chair; LMSWG members	In-Progress	
1.03							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.03							
8	Distribute 2022 1Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022 1Q	Working Group Chairperson	Completed	
6	Redesign and update the existing Mitigation Action Plan.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Redesigned and update Mitigation Action Plan	2022 2Q	Working Group Chairperson	Completed	
9	Distribute 2022 2Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022 2Q	Working Group Chairperson	Completed	

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.03							
10	Distribute 2022 3Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022 3Q	Working Group Chairperson	Completed	
11	Distribute 2022 4Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022 4Q	Working Group Chairperson	Deferred	This action item was deferred on account of Hurricane Ian.
90	Distribute 2023 1Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023 1Q	Working Group Chairperson	Deferred	20231204 - Chair discontinued this action item to focus efforts on the Hurricane Ian HMGP and the update to the <i>Lee County Comprehensive Emergency Management Plan</i> .

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.03							
91	Distribute 2023 2Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023 2Q	Working Group Chairperson	Deferred	20231204 - Chair discontinued this action item to focus efforts on the Hurricane Ian HMGP and the update to the <i>Lee County Comprehensive Emergency Management Plan</i> .
92	Distribute 2023 3Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023 3Q	Working Group Chairperson	Deferred	20231204 - Chair discontinued this action item to focus efforts on the Hurricane Ian HMGP and the update to the <i>Lee County Comprehensive Emergency Management Plan</i> .
93	Distribute 2023 4Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023 4Q	Working Group Chairperson	In-Progress	20231204 - Chair updated the Mitigation Action Plan in preparation for distribution to the Working Group.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.03							
98	Distribute 2024 1Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2024 1Q	Working Group Chairperson	Deferred	LMS Chair Fournier deferred due to the DAC-LMS restructuring.
99	Distribute 2024 2Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2024 2Q	Working Group Chairperson	Deferred	LMS Chair Robertson deferred due to the DAC-LMS restructuring.
7	Upload updated Mitigation Action Plan to public-facing website.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Website link	2024 2Q	Working Group Chairperson	In-Progress	Action item deferred on account of the public-facing website capability not being available at this time. 20231204 - Chair changed the target year from 2022 to 2024 and will work with Lee County Communications to get the information loaded onto the website.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.03							
100	Distribute 2024 3Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2024 3Q	Working Group Chairperson	Deferred	LMS Chair Robertson deferred due to the DAC-LMS restructuring.
101	Distribute 2024 4Q updated Mitigation Action Plan to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2024 4Q	Working Group Chairperson	Deferred	LMS Chair Robertson deferred due to the DAC-LMS restructuring.
1.04							
14	Distribute 2022 1Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022 1Q	Working Group Chairperson	Completed	

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.04							
13	Upload updated Mitigation Project List to public-facing website.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Website link	2022 2Q	Working Group Chairperson	Deferred	
15	Distribute 2022 2Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022 2Q	Working Group Chairperson	Deferred	Deferred due to changes in the Project Ranking Sheet and the decision to perform a wholesale revision of the existing Mitigation Project List.
16	Distribute 2022 3Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022 3Q	Working Group Chairperson	Deferred	Deferred due to changes in the Project Ranking Sheet and the decision to perform a wholesale revision of the existing Mitigation Project List.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.04							
12	Redesign and update the existing Mitigation Project List.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Redesigned and update Mitigation Project List	2022	3Q	Working Group Chairperson	Completed
17	Distribute 2022 4Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2022	4Q	Working Group Chairperson	Deferred Deferred due to changes in the Project Ranking Sheet and the decision to perform a wholesale revision of the existing Mitigation Project List.
94	Distribute 2023 1Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023	1Q	Working Group Chairperson	Completed

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.04							
95	Distribute 2023 2Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023 2Q	Working Group Chairperson	Completed	The DAC 2Q meeting was held earlier than the 2nd quarter to accommodate the Hurricane Ian HMGP timeline
96	Distribute 2023 3Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023 3Q	Working Group Chairperson	Completed	
97	Distribute 2023 4Q updated Mitigation Project List to stakeholders.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation Action Plan distribution list	2023 4Q	Working Group Chairperson	Completed	
1.05							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.05							
18	Develop and distribute a project management plan for annual review and revision of the HIRA and LMS.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	<i>HIRA Project Management Plan</i> <i>LMS Project Management Plan</i>	2022	1Q	Working Group Chairperson	Completed
19	Review and update the <i>Hazard Identification and Risk Assessment</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Draft HIRA update	2022	4Q	Working Group Chairperson	Completed 20250408 - LMS/HIRA updated 2022. Next revision cycle 2027.
21	Approve and disseminate updated <i>Hazard Identification and Risk Assessment</i> and <i>Joint Local Mitigation Strategy</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Distribution lists	2022	4Q	Working Group Chairperson	Completed

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.05							
20	Review and update the <i>Joint Local Mitigation Strategy</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Draft LMS update	2022 4Q	Working Group Chairperson	Completed	
114	Lee County CDBG-MIT/Resilient Florida vulnerability analysis	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Completed analysis	2025 4Q		In-Progress	
1.06							
23	Conduct meeting with the Disability Working Group.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Community and hazard profile	2022 2Q	Joint Planning Team	Completed	

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.06							
22	Conduct meeting with the Healthcare Coalition.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Community and hazard profile	2022 2Q	Joint Planning Team	Completed	20250408 - Completed. Joint Planning Team no longer exists. SWFL Healthcare Coalition is represented on the DAC. LMS Chair Robertson maintains communications with the Healthcare Coalition through this.
25	Conduct meeting with the Southwest Florida Historical Society.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Community and hazard profile	2022 3Q	Joint Planning Team	In-Progress	
24	Conduct meeting with the Faith-Based Organizations.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Community and hazard profile	2022 3Q	Joint Planning Team	Completed	

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.06							
26	Conduct meeting with the Florida Gulf Coast University.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Community and hazard profile	2023	1Q	Joint Planning Team	Deferred
1.07							
27	Solicit mitigation projects for critical facilities and historic structures.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Email distributed to DAC and other stakeholders	2023	1Q	Working Group Chairperson	Completed
28	Review and discuss submitted mitigation projects for critical facilities and historic structures.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Updated Project Mitigation List	2024	1Q	Working Group Chairperson	Completed
1.08							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
1.08							
87	Move the LMS Project Ranking Worksheet to Smartsheet for transmission and submission.	0 - Not Applicable	Smartsheet form and database	2022 2Q	Lee County Department of Public Safety - Emergency Management	Completed	
86	Revise the LMS Project Ranking Worksheet content and ranking schematic.	0 - Not Applicable	Draft of the revised LMS Project Ranking Worksheet	2022 2Q	Lee County Department of Public Safety - Emergency Management	Completed	
2.01							
29	Develop and submit project proposal for acquisition.	Flood	Submitted repetitive loss acquisition project.	2021 4Q	City of Bonita Springs	Completed	Bonita Springs has completed a project proposal and is preparing to submit to the Florida Division of Emergency Management for COVID funds.
30	Implement project to acquire repetitive loss properties.	Flood	Project worksheet(s) Project progress reports	2022 4Q	City of Bonita Springs	Pending	
2.02							
31	Compile a comprehensive dataset for the Wildland Urban Interface area.	Wildfire	GIS layers for WUI Built environment inventory	2023 2Q	Lee County GIS	In-Progress	20250408 - Deferred. Chair Robertson to re-introduce this to the LMSWG for evaluation.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
2.02							
32	Conduct meeting with wildfire stakeholders to discuss wildfire risks and vulnerabilities and mitigation standards.	Wildfire	Updated wildfire hazard profile Meeting minutes	2023 3Q	Working Group subcommittee	Deferred	20250408 - Deferred. Chair Robertson anticipates timing this with the development of Lee County's Community Wildfire Protection Plan. The CWPP would then inform the 2027 LMS/HIRA revision.
33	Draft report on outcomes and recommendations from examination of the Wildlands Urban Interface.	Wildfire	Draft report	2023 4Q	Working Group subcommittee	Deferred	20250408 - Deferred. Chair Robertson to re-introduce to the LMSWG for evaluation.
34	Submit report to the Joint Planning Team and the Local Mitigation Strategy Working Group.	Wildfire	Meeting minutes	2024 1Q	Working Group subcommittee	Deferred	20250408 - Deferred. Joint Planning Team no longer exists under the current LMSWG structure. Chair Robertson to re-introduce to the LMSWG for evaluation.
2.03							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
2.03							
35	Conduct seminar on homeowner insurance rates.	Coastal Erosion, Flood, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Draft options for program	2023 1Q	Working Group subcommittee	Deferred	20250408 - Chair Robertson removed this action from the Mitigation Action Plan due to existing multijurisdictional outreach on NFIP and CRS. Chair Robertson to re-introduce this to the LMSWG for evaluation.
36	Conduct homeowner insurance rates workshop to discuss and plan options.	Coastal Erosion, Flood, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting minutes Recommendations report	2025 2Q	Working Group subcommittee	Deferred	20231204 - Chair moved the target year from 2023 to 2025.
2.04							
45	Design flood exercise for all participating jurisdictions.	Flood	Exercise development documentation	2022 3Q	Lee County Emergency Management	Completed	Hurricane Ian satisfies the purpose of this action item for 2022.
46	Conduct flood exercise for all participating jurisdictions.	Flood	Exercise documentation	2022 4Q	Lee County Emergency Management	Completed	Hurricane Ian satisfies the purpose of this action item for 2022.
47	Complete flood exercise AAR.	Flood	Exercise documentation	2022 4Q	Lee County Emergency Management	Completed	Hurricane Ian satisfies the purpose of this action item for 2022.
48	Review and revise critical facilities list.	Flood	Exercise documentation	2022 4Q	Lee County Emergency Management	Completed	Hurricane Ian satisfies the purpose of this action item for 2022.

Page 18 of 30

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
2.04							
102	Design flood exercise for all participating jurisdictions.	Flood	Exercise development documentation	2023 3Q	Lee County Emergency Management	Completed	Hurricane Idalia satisfies the purpose of this action item for 2023.
105	Conduct flood exercise for all participating jurisdictions.	Flood	Exercise development documentation	2023 3Q	Lee County Emergency Management	Completed	Hurricane Idalia satisfies the purpose of this action item for 2023.
104	Complete flood exercise AAR.	Flood	Exercise development documentation	2023 3Q	Lee County Emergency Management	In-Progress	Hurricane Idalia satisfies the purpose of this action item for 2023.
103	Review and revise critical facilities list.	Flood	Exercise development documentation	2023 3Q	Lee County Emergency Management	Completed	Hurricane Idalia satisfies the purpose of this action item for 2023.
107	Design flood exercise for all participating jurisdictions.	Flood	Exercise development documentation	2024 3Q	Lee County Emergency Management	Pending	
108	Conduct flood exercise for all participating jurisdictions.	Flood	Exercise development documentation	2024 3Q	Lee County Emergency Management	Pending	
106	Review and revise critical facilities list.	Flood	Exercise development documentation	2024 3Q	Lee County Emergency Management	Pending	
109	Complete flood exercise AAR.	Flood	Exercise development documentation	2024 3Q	Lee County Emergency Management	Pending	
3.01							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
3.01							
37	Form the Local Mitigation Strategy Working Group Wetland Subcommittee	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Severe Weather, Tropical Cyclone	Subcommittee charter Subcommittee membership roster	2025	4Q	Working Group Chairperson	Deferred 20250408 - Chair Robertson to re-introduce to the LMSWG for evaluation.
38	Conduct initial wetland coordinating meeting with state and water management stakeholders	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Severe Weather, Tropical Cyclone	Meeting minutes	2025	4Q	Wetland Subcommittee Chairperson	Deferred 20250408 - Deferred. Wetland Subcommittee does not exist under the new LMSWG structure. Chair Robertson to re-introduce to the LMSWG for evaluation.
3.02							
41	Execute existing erosion sedimentation and control regulations.	Animal/Plant Disease Outbreak, Coastal Erosion, Flood	Quarterly progress report	2022	3Q	Participating jurisdictions	Deferred This action is being discontinued from the action plan
42	Execute existing erosion sedimentation and control regulations.	Animal/Plant Disease Outbreak, Coastal Erosion, Flood	Quarterly progress report	2022	4Q	Participating jurisdictions	Deferred This action is being discontinued from the action plan
3.03							
43	Conduct wetland protection seminar.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Severe Weather, Tropical Cyclone, Wildfire	Seminar documentation Proposed options for future actions/projects	2025	1Q	Working Group Chairperson	Deferred 20250408 - Deferred. Chair Robertson to re-introduce to the LMSWG for evaluation.
3.04							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
3.04							
44	Develop agricultural outreach strategy.	Animal/Plant Disease Outbreak, Drought, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Outreach strategy Outreach material	2025 2Q	Working Group subcommittee	Pending	
4.01							
50	Incorporate the <i>Hazard Identification and Risk Assessment</i> with the development of the <i>Lee County Disaster Recovery Plan</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire		2022 1Q	Lee County Emergency Management	Completed	
49	Incorporate the <i>Hazard Identification and Risk Assessment</i> with the update and revision of the <i>Lee County Comprehensive Emergency Management Plan</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	<i>Lee County Comprehensive Emergency Management Plan</i>	2022 1Q	Lee County Emergency Management	Completed	
4.02							
51	Submit one or more projects for funding that will reduce the county's hurricane shelter space deficit.	Flood, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Project submission documentation	2022 1Q	City of Cape Coral	Completed	Cape Coral is submitting a project for COVID funding.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
4.03							
52	Identify and develop mitigation projects for critical facility improvements.	Coastal Erosion, Flood, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Updated Mitigation Project List	2022 4Q	Working Group	Completed	
4.04							
53	Identify and develop mitigation projects for critical facilities in Coastal High Hazard Areas.	Coastal Erosion, Flood, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Updated Mitigation Project List	2022 4Q	Working Group	Completed	
4.05							
54	Integrate the <i>Joint Local Mitigation Strategy</i> with the Short-Term Recovery section of the <i>Lee County Comprehensive Emergency Management Plan</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	<i>Lee County Comprehensive Emergency Management Plan</i>	2023 4Q	Lee County Emergency Management	Completed	
55	Incorporate the <i>Hazard Identification and Risk Assessment</i> with the development of the <i>Lee County Disaster Recovery Plan</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	<i>Lee County Disaster Recovery Plan</i>	2025 4Q	Lee County Emergency Management	In-Progress	20250408 - Chair Robertson changed to in progress. Currently awaiting the reformation of Recovery Support Functions (in alignment with Disaster Recovery Plan) before involving the LMSWG.
5.01							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
5.01							
56	Update mitigation capabilities assessment.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Mitigation capabilities assessmnt report	2024 2Q	Working Group subcommittee	Pending	20231204 - Chair moved the target year from 2023 to 2024 and the target quarter from 1Q to 2Q.
5.02							
57	Revise and update jurisdictional programs, policies, plans, and procedures to reflect current version of the <i>Joint Local Mitigation Strategy</i> .	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Integration report	2025 4Q	Working Group subcommittee	Pending	20231204 - Chair changed the target year to 2025.
5.03							
59	Develop and distribute a project management plan for annual review and revision of the HIRA and LMS.	0 - Not Applicable	Project management plan	2022 1Q	Working Group Chairperson	Completed	

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
5.03							
62	Develop project management plan for annual maintenance of the <i>Hazard Identification and Risk Assessment</i> .	0 - Not Applicable	Project management plan	2023 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.
66	Develop project management plan for annual maintenance of the <i>Joint Local Mitigation Strategy</i> .	0 - Not Applicable	Project management plan	2023 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.
58	Develop project management plan for inventorying existing codes and ordinances.	0 - Not Applicable	Project management plan	2023 2Q	Working Group Chairperson	Deferred	
63	Develop project management plan for annual maintenance of the <i>Hazard Identification and Risk Assessment</i> .	0 - Not Applicable	Project management plan	2024 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
5.03							
67	Develop project management plan for annual maintenance of the <i>Joint Local Mitigation Strategy</i> .	0 - Not Applicable	Project management plan	2024 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.
64	Develop project management plan for annual maintenance of the <i>Hazard Identification and Risk Assessment</i> .	0 - Not Applicable	Project management plan	2025 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.
68	Develop project management plan for annual maintenance of the <i>Joint Local Mitigation Strategy</i> .	0 - Not Applicable	Project management plan	2025 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.
65	Develop project management plan for annual maintenance of the <i>Hazard Identification and Risk Assessment</i> .	0 - Not Applicable	Project management plan	2026 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
5.03							
69	Develop project management plan for annual maintenance of the <i>Joint Local Mitigation Strategy</i> .	0 - Not Applicable	Project management plan	2026 1Q	Working Group Chairperson	Deferred	20250408 - Chair Robertson to implement project management plan in the 2027 LMS/HIRA revision. Annual updates will not have project management plans.
5.04							
70	Conduct meeting with Florida Department of Health.	Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting documentation	2024 1Q	Working Group	Pending	20231204 - Chair moved the target year from 2023 to 2024.
71	Conduct meeting with National Weather Service.	Coastal Erosion, Drought, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Meeting documentation	2024 2Q	Working Group	In-Progress	20231204 - Chair moved the target year from 2023 to 2024. 20250408 - Chair Robertson confirms NWS Ruskin site tour is scheduled for June.
72	Conduct meeting with South Florida Water Management District.	Flood, Severe Weather, Tropical Cyclone	Meeting documentation	2024 3Q	Working Group	Pending	20231204 - Chair moved the target year from 2023 to 2024.
74	Conduct meeting with Florida Department of Agriculture and Consumer Services.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Freeze, Severe Weather, Wildfire	Meeting documentation	2025 1Q	Working Group	Pending	20231204 - Chair moved the target year from 2024 to 2025.

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
5.04							
73	Conduct meeting with US Army Corps of Engineers.	Flood	Meeting documentation	2025 2Q	Working Group	Pending	20231204 - Chair moved the target year from 2023 to 2024. 20250408 - Chair Robertson moved date to 2025 Q2 to align with the pre-hurricane season checklist.
5.05							
88	Revise the LMS Project Ranking Worksheet content and ranking schematic.	0 - Not Applicable	Draft of the revised LMS Project Ranking Worksheet	2022 2Q	Lee County Department of Public Safety - Emergency Management	Completed	
89	Move the LMS Project Ranking Worksheet to Smartsheet for transmission and submission.	0 - Not Applicable	Smartsheet form and database	2022 2Q	Lee County Department of Public Safety - Emergency Management	Completed	
6.01							
75	Conduct hazard seminar in unincorporated Lee County.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Seminar documentation	2022 4Q	Lee County	Completed	

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
6.01							
76	Conduct hazard seminar in Bonita Springs.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Seminar documentation	2022 4Q	Bonita Springs	Deferred	
77	Conduct hazard seminar in Cape Coral.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Seminar documentation	2022 4Q	Cape Coral	Deferred	
78	Conduct hazard seminar in Estero.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Seminar documentation	2022 4Q	Estero	Deferred	

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
6.01							
79	Conduct hazard seminar in Fort Myers.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Seminar documentation	2022 4Q	Fort Myers	Deferred	
80	Conduct hazard seminar in Fort Myers Beach.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Seminar documentation	2022 4Q	Fort Myers Beach	Deferred	
81	Conduct hazard seminar in Sanibel.	Animal/Plant Disease Outbreak, Coastal Erosion, Drought, Epidemic/Pandemic Disease, Excessive Heat, Extreme Cold, Flood, Freeze, Severe Weather, Tornado, Tropical Cyclone, Wildfire	Seminar documentation	2022 4Q	Sanibel	Deferred	
6.02							

Obj.	Action	Hazard(s)	Metric(s)	Target	Responsible	Status	Notes
6.02							
82	Distribute annual information to repetitive loss property owners.	Flood	Distribution material	2022 4Q	Floodplain Managers	Completed	
83	Distribute annual information to repetitive loss property owners.	Flood	Distribution material	2023 4Q	Floodplain Managers	Completed	
84	Distribute annual information to repetitive loss property owners.	Flood	Distribution material	2024 4Q	Floodplain Managers	Completed	
115	Create residential interest list for Elevate Florida. Send residential interest list to FDEM. Notify residents when Elevate Florida applications open.	Flood, Severe Weather, Tornado, Tropical Cyclone	Residential interest list and dissemination email.	2025 1Q	LMS Chair; LMSWG members	Completed	

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 16, 2025

Agenda Item:

Vulnerability Assessment Contract

Motion to approve award of Contract 25028 with APTIM to prepare the Village of Estero Vulnerability Assessment for \$425,500.

Approve a \$42,000 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.

Background:

The Village sought and was awarded a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant for \$450,000 to prepare a Vulnerability Assessment for the Village of Estero. This assessment will be a comprehensive assessment of the Village's vulnerabilities to environmental conditions, including storm surge flooding, rainfall flooding, sea level rise, and drought conditions.

A Request for Qualifications was issued publicly and proposals were received from:

APTIM Environmental & Infrastructure
BOC Engineering
Haley Ward
J.R. Evans Engineering
Kimley-Horn
RESPEC Company
Weston & Sampson Engineers

The Evaluation Committee selected the top three ranked firms short list presentation. The selected firms where.

- APTIM Environmental & Infrastructure
- Kimley-Horn
- J.R. Evans Engineering

Page 1 of 4

The Evaluation Committee ranked the firms in the following order.

1. APTIM
2. J.R. Evans Engineering
3. Kimley Horn

Village Council approved the evaluation committee's ranking at the March 19, 2025, Village Council Meeting.

Description:

Village Staff has completed negotiations with the top ranked firm APTIM Environmental & Infrastructure (APTIM). The proposed contract includes the following services. Additional details regarding the scope of services are included in the attached contract.

Meetings: Consultant will lead a project kick off meeting, Village Council briefings, Village Council update meetings, and two public outreach meetings.

Background Data: Obtain data that will be used in the Vulnerability Assessment. This includes GIS data, relevant studies, models, risk data, and infrastructure information.

Stormwater Model Update: Prepare an update stormwater model that includes the most current data/information. This included existing and future conditions.

Exposure Analysis: Identify how hazards are expected to affect the Village now and in the future.

Sensitivity Analysis: Determine how hazards impact facilities and the risk levels for those facilities.

Final Vulnerability Report: Prepare a final vulnerability assessment report that summarizes all of the work completed. Including maps and tables that summarize the findings.

Adaptation Plan: Prepare an adaptation plan that will provide a roadway map to address identified vulnerabilities.

Flood Certificates: Prepare flood certificates for structures within the Village that don't currently have flood certificates.

Action Requested:

Motion to approve award of Contract 25028 with APTIM to prepare the Village of Estero Vulnerability Assessment for \$425,500.

Approve a \$42,000 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.

Process and Timeline:

The proposed contract includes a proposed project schedule. The consultant will update the schedule as the project proceeds. Following is a summary of the schedule

Notice to Proceed:	April 18, 2025
Public Meeting:	June 2025
Background Dats:	June 2025
Stormwater Model Update:	October 2025
Exposure Analysis:	November 2025
Sensitivity Analysis:	February 2026
Public Meeting:	February 2026
Fina Report:	June 2026
Adaptation Plan:	June 2026
Flood Certificates:	June 2026

Financial Impact:

The project's financial impact is \$467,500 (\$425,500 plus \$42,000 contingency).

The Village's Fiscal Year 2024-2025 budget includes \$225,000 for the Vulnerability Assessment. The Village's 5-year Capital Improvement Plan includes an additional \$225,000 in the Fiscal Year 20025-2025 budget for the Vulnerability Assessment.

Note the Village will be reimbursed for up to \$450,000 of project costs.

Prepared by: David Willems, P.E.

Attachments:

1. Contract 25028
2. RFQ 100125
3. APTIM Proposal

AGREEMENT FOR VULNERABILITY ASSESSMENT STUDY SERVICES

THIS AGREEMENT is made and entered into this 16th day , April, 2025 (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation, (the “Village”), 9401 Corkscrew Palms Circle, Estero, FL 33928, and APTIM Corp., a Louisiana corporation authorized to conduct business in Florida, (the “Consultant”), with offices at 1200 Brickyard Land, Suite 202, Baton Rouge, LA 70802, collectively referred to as the “Parties.”

WHEREAS, the Village completed its first Stormwater Master Plan in 2018; and

WHEREAS, the Village has received a CDBG-DR Planning Study grant to prepare a Village of Estero Vulnerability Assessment; and

WHEREAS, the Vulnerability Assessment will build upon the groundwork set by the 2018 Stormwater Master Plan; and

WHEREAS, on December 3, 2024, and pursuant to § 2-174(a)(3), the Village issued Request for Proposal #100124 (the RFP) seeking proposals from qualified providers of professional services; and

WHEREAS, the RFP was subsequently changed to an RFQ by way of addendum after the original issuance of the RFP; and

WHEREAS, the Village received and evaluated responses to the RFQ; and

WHEREAS, the Village’s procurement staff evaluated the RFQ responses on and found that all responses were responsible and responsive; and

WHEREAS, the Village evaluation committee evaluated all seven proposals on February 13, 2025 and determined to shortlist and conduct interviews with three firms; and

WHEREAS, the Village evaluation committee further evaluated the three finalist firms after presentations and interviews on March 4, 2025; and

WHEREAS, the Village evaluation committee determined APTIM Corp to be the highest ranked Proposer.

WHEREAS, the Village Council approved the evaluation committee rankings; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The Consultant shall provide the services as outlined in **Attachment A**, hereinafter referred to as the “**Scope of Services**.” This Agreement shall consist of the following Contract Documents:

- This Agreement
- The RFP and Addendum if applicable (inclusive of all subparts and attachments)
- The Consultant's Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

ARTICLE 2: COMPENSATION. The Consultant shall be compensated in the amounts and at the times set forth in **Attachment B**, hereinafter referred to as "**Compensation**." Contractor will hold the labor rates in Attachment B constant for the first year of the Agreement. Beginning on the second year of the Agreement, and on annual basis thereafter, Consultant's hourly rates will increase by a percentage equal to the then applicable annual percentage increase in the consumer price index (CPI). Labor rates do not include travel or other direct costs. Travel costs will be billed in alignment with the US General Services Administration (GSA) Federal Travel Regulations. Other direct costs may include printing and reproduction, facility rental, or equipment rental.

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Consultant shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment A**. Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Consultant, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Consultant's duty to the Village set forth herein and the Consultant's duty to any other person or entity.

ARTICLE 4: The Consultant shall be obligated to follow all CDBG-DR terms and conditions as set forth in **Attachment C**.

ARTICLE 5: TERM AND RENEWAL OF AGREEMENT. Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall continue until terminated as provided for herein.

ARTICLE 6: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (90) days written notice of intent to terminate.

ARTICLE 7: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village:

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

If to Consultant:

APTIM Corp.
1200 Brickyard Land
Suite 202
Baton Rouge, LA 70802

ARTICLE 8: GENERAL CONDITIONS.

A: PUBLIC RECORDS. The Consultant 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 Consultant shall:

- (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
- (b) Upon request from the Village's custodian of public records, provide the Village 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 Consultant does not transfer the records to the Village.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Consultant fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE VILLAGE'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 CIRCLE, ESTERO, FLORIDA 33928.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Given the nature of this Agreement, this expressly includes all CDBG, FEMA, ARPA, FDEM and any other federal or state regulations related to grant management and administration, as those regulations are incorporated into the various grant agreements Consultant will be assigned to manage. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Consultant must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement. At all times Consultant shall maintain its lawful authority to conduct business in Florida.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Consultant agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

- 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)

- 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

- o The required minimum limit of liability shown in a. or 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."

Proof of such insurance will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Consultant's staff to be assigned to perform the services. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Consultant's experienced staff assigned to perform the work no longer work for Consultant, or Consultant ceases to assign such staff to perform the services required in this Agreement, and Consultant does not immediately assign acceptable replacement staff, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: 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.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

- (i) The Consultant 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 Consultant engages in business operations in Cuba or Syria; or
- (iii) The Consultant 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 Consultant 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 Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village 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 Consultant to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant 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 Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *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 Consultant's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Consultant 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 Village.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Village cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Village that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant 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) Consultant shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Consultant 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 Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Consultant releases and shall indemnify, hold harmless, and defend each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Consultant, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Consultant be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

ARTICLE 9: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

ARTICLE 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 11: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 12: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. 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.

ARTICLE 13: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 14: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. 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.

ARTICLE 15: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

Aptim Corp.

Village of Estero

By: _____
Tracie McCauley, Officer

By: _____
Steve Sarkozy, Village Manager

ATTACHMENT A SCOPE OF SERVICES

Statement of Purpose

The Village of Estero (the “Village”) was recently awarded funding through a United States (U.S.) Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Grant through Lee County to complete a Vulnerability Assessment for the Village. The purpose of the Vulnerability Assessment (VA) project is to assess vulnerabilities to storm surge flooding, rainfall flooding, sea level rise, drought, high wind, extreme heat and wildfire conditions. The Project will include public outreach and community engagement, development of a geospatial database of critical assets and infrastructure, update of the Village’s stormwater model, assessment of flood-related vulnerabilities and recommendation of efforts to reduce vulnerabilities. The vulnerability assessment will comply with Section 380.093, F. S. to fulfill the requirement for any potential Resilient Florida implementation funding grant applications for mitigation projects.

Task 1: Kick -Off Meeting:

The kick off meeting will review the scope, answer any project questions, and outline goals, milestones, deliverables, timelines reporting requirements, and payment schedule. The kickoff meeting will identify Village-APTIM responsibilities and will be an opportunity to discuss the proposed strategy to complete the Vulnerability Assessment. This task will establish a clear understanding of the project expectations. A virtual meeting of approximately two-hour duration will be facilitated to define the vision, goals and objectives for the VA. The meeting will involve the Village’s project team to discuss project administration and logistics, communication protocols, deliverables, task methodology and grant reporting needs.

Task 1 Deliverables: APTIM will provide the following:

- 1.1. Kick-off meeting agenda;
- 1.2. Kick-off meeting sign-in sheets; a copy of the presentation including outline of the project management plan, project schedule, and any materials created for distribution at the meeting; and
- 1.3. Kick-off meeting minutes.

Task 1 Assumptions:

- Village will select meeting attendees with recommendations from APTIM.
- Meeting will be held virtually via Microsoft Teams.
- Village will send meeting invite.

Task 2: Public Outreach Meeting #1

APTIM will conduct the first public outreach meeting during the development of the VA. The purpose of the first meeting will be to ask the residents to share what matters to them most when it comes to the impact of local flood risks and weather/ hazard events. During the public meeting, APTIM will present results from the analysis of which areas in Estero are likely to be exposed to specific hazards like hurricane impacts and flooding and what types of issues that may occur as a result. As part of a facilitated discussion during the meeting, the residents will be asked to share

observations and experiences regarding hazards in Estero, to help prioritize neighborhoods and areas for focus and to share their perspective on how vulnerabilities should be addressed. The feedback shared will be incorporated into the final report for the Estero Vulnerability Assessment. The high priority vulnerabilities in the assessment will be eligible for Resilient Florida implementation grant funding and serve as a useful reference for staff in future planning.

Task 2 Deliverables: APTIM will provide the following events:

- 2.1 Public meeting agenda.
- 2.2 Public meeting sign-in sheets or attendance records with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- 2.3 A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.
- 2.4 A summary report including attendee input and meeting outcomes.

Task 2 Assumptions:

- The first public outreach meeting will be conducted, with duration of up to 3-hours.
- The meeting will be in-person
- The Village will reserve and provide the meeting location.
- The Village will send email invitations.
- Meeting date will be selected by Village to allow announcement of meeting to be shared at least 30 days in advance of meeting occurrence.
- Village Staff will review public announcements and graphics and provide comments within three (3) days, to avoid delays in announcement.
- APTIM will prepare social media notifications, email notifications, meeting invitations, meeting materials, presentations and graphics utilized during the meeting, as applicable.

Task 3: Background Data:

APTIM will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F. S. including requirements for metadata and scenarios. Identified data gaps will be addressed as necessary to meet requirements of Section 380.093, F.S.

Information that is typically collected includes

- Transportation and Evacuation Routes: Inventory of transportation assets and evacuation routes vital to the village sourced from Village/ County road centerline and bus terminal data, United States Department of Transportation bridge inventory online dataset, and the Florida Statewide Resilience dataset.
- Critical Infrastructure: Inventory of stormwater, energy, water supply, wastewater, solid waste and communication infrastructure from previous stormwater master planning efforts, the Florida Statewide Resilience dataset and utility datasets.
- Natural, Cultural and Historical Resources: Inventory of conservations lands, parks, shorelines, surface waters, wetlands and cultural assets sourced from Florida Statewide Resilience dataset, United States Geological Survey LiDAR digital elevation models and regional or local datasets.
- Hazard scenarios are based on model results from flood modeling and hazard risk assessments sourced from the National Oceanographic & Atmospheric Administration, National Hurricane center, the Federal Emergency Management Agency Flood Insurance

Study for Lee County, stormwater modeling and the Trust for Public Lands Climate Resilient Communities platform.

- Publicly available data for energy infrastructure includes the locations of the three substations nearest to Estero and primary transmission lines. This task will include survey of the locations and relevant elevations of additional critical energy or utility for inclusion in the vulnerability assessment. Survey will include locations, ground elevations and top or panel elevations as appropriate for assets such as transformers adjacent to critical facilities, lift station electrical panels and others selected by the Village.

Task 3 Deliverables: APTIM will provide the following:

- 3.1 Technical report to outline the data compiled and findings of the gap analysis;
- 3.2 A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- 3.3 GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.; and
- 3.4 Elevation Certificates for structures that do not have one on file with the Village.

Task 3 Assumptions:

- Based on requirements of Section 380.093, F. S., the sea level rise scenarios utilized in the VA will include the 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections for 2050 and 2080 (note deviation from RFP scope to comply with new legislation).
- Storm surge data for the 100-year return period storm will be requested from FEMA Coastal Storm Surge Dataset (Lee County and FEMA may provide). If not available, the storm surge data from the National Hurricane Center National Storm Surge Risk maps and FEMA flood insurance study will be used.
- Scenarios analyzed as part of the vulnerability assessment will include coastal tidal flooding (present, year 2050, year 2080), storm surge for 100 year event (present, 2050 and 2080) and rainfall flooding for 25 year/3 day, 100 year and 500 year events.
- Up to three compound flood scenarios will be analyzed based on Village staff direction during the kick-off meeting. These may include combinations of rainfall and future storm surge. These scenarios are not required by Section 380.093, F. S.
- Village staff will advise which data should be labeled as sensitive and not shared publicly during the kick-off meeting.
- Electrical supply system data will be requested from the utility. If data is not provided by the utility before the task is completed, publicly available data will be used or collected as feasible during Task 9.
- Village staff will provide a map of locations of assets and accompany APTIM to any secure asset locations and specify critical components of equipment to survey as needed.

Task 4: Stormwater Model Update:

APTIM will update the Village's stormwater model. The latest Stormwise version (formerly ICPR4) modeling software will be updated to create the existing-condition local-scale model. The

available regional MIKE SHE/MIKE 11 model will also be updated and the results will be used for boundary conditions on the existing conditions local scale model. This task involves the analysis of future and long-duration storm events to assess flood risks and impacts to the floodplain, water quality and natural areas. The future scenario model analysis will include evaluation of changes in performance at full basin build out and with alternative management strategies. The model update will include development of a GIS database, model input and output files and delivery of a modeling report for review by Village staff.

Task 4 Deliverables: APTIM will provide the following:

4.1 A calibrated hydrologic/hydraulic model of the Village's surface water and Stormwater facilities and include data related to the analyzed present and future conditions. The model information shall be linked to a GIS database and mapping to provide an accurate depiction of the location and conditions of stormwater facilities. Report will include the following items:

- Summary of model selection process
- Model description, including assumptions and limitations
- Data/information collections and sources
- Model input parameters
- Rainfall data and analysis
- Hydrologic and hydraulic analysis
- Model Calibration and validation
- Changes in performance at full basin build out in response to management strategies
- GIS metadata and list of model files

Task 4 Assumptions:

- Village will provide model used for 2018 Stormwater Master Plan and supporting inventory of structures located within conveyance channels, specifically providing structure dimensions, elevations, construction materials of structures and cross-section survey data of channels
- Village will provide high water mark surveys and documentation for August/ September 2017 rainfall events and other available similar data for events since 2017.
- Fully updating the regional model to existing conditions and modifying it to include all potential development project are major tasks to be undertaken by the County or the District, and they could be reduced to a minimum for this project evaluation. Thus, modifications of the regional model will be selective, so that we can concentrate more the model modification efforts to relevant areas inside and around the Village.
- Preferentially, the developments east of I-75 would not be added to the local scale model for the village. They would be conceptualized in the regional model, and their potential effect passed via boundary conditions. However, the project team will consider the inclusion of developments near the boundaries that the Village technical staff strongly believe that they have a major impact on the project area.
- Water quality impacts (and potential water quality impact hotspots) will be assessed in two ways,
 - volume of tidal water flowing into the Village drainage system due to storm surge events and sea level rise to assess potential salinity conditions in Village ponds; and

- discharge hydrographs from the Village from small intensity/frequent rainfall events to assess potential for delayed discharges with the corresponding and water quality benefits.
- Village shall provide future land use map and context of build out conditions to be evaluated inside and outside the Village boundary, as necessary.
- The future condition model scenarios will include the sea level rise and reference evapotranspiration increase projected by year 2050. The design storm rainfall will be also multiplied by a factor to consider the projected increase in extreme precipitation. However, the seasonal rainfall will not be changed from existing conditions in the long-term simulations.
- A maximum of three extreme events (e.g., Hurricanes Milton on 10/9/2024, Ian on 9/29/2022, and Irma on 9/11/2017) will be considered for verifying and improving the calibration of the models.

Task 5: Exposure Analysis:

APTIM will conduct the exposure analysis to determine the areas exposed to select hazards and the flood depths at critical and community assets for the selected scenarios. Flood scenarios will include tidal flooding, current and future storm surge flooding, rainfall induced flooding and compound flooding, pursuant to Section 380.093, F.S. Additional hazards to evaluate during the exposure analysis will include extreme winds, wildfire, heat and drought. The exposure analysis will include a geospatial analysis of hazard layers and the asset inventory. Results from the exposure analysis will be provided for each asset type included in Section 380.093, F.S. including electrical supply system facilities. The GIS database for this task will comply with Resilient Florida requirements. APTIM will support coordination between Village and County to request exposure and sensitivity analysis results in GIS format from the Lee County Countywide Vulnerability Assessment and Lee County School District Vulnerability Assessment. If feasible, County vulnerability assessment results will be used for the assessment to avoid duplicate analysis.

Task 5 Deliverables: APTIM will provide the following:

- 5.1 Draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario. Assessment will include results from all hazards analyzed;
- 5.2 GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5 Assumptions:

- Stormwater modeling results from Task 4 will be used to evaluate rainfall induced flooding.
- Future storm surge scenarios will be rendered by combining the 100-year storm surge model results and the projected difference in elevation between the future sea level rise scenario and present mean sea level.
- Publicly available model results and risk mapping for wind, drought and coastal flooding will be used for geospatial analysis of exposure.
- Village will provide asset inventory data (Village & County Data) in GIS format for any assets not available in publicly available datasets that are to be included in the analysis.
- If available and relevant, results from the County vulnerability assessment will be used to avoid redundancy in analysis. Village will request data from County. If the County does

not provide results from the countywide vulnerability assessment in GIS format within 60 days of initial request, APTIM will begin the exposure analysis with publicly available data.

Task 6: Sensitivity Analysis:

APTIM will perform the sensitivity analysis to determine the impact of flooding on assets in the inventory. A risk level will be assigned to each asset class based on flood depths, potential impacts to assets by flood scenario, percentages of land area and number of critical assets affected. Results from this analysis will be included in the GIS database in compliance with Resilient Florida requirements.

Task 6 Deliverables: APTIM will provide the following:

- 6.1 An updated draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- 6.2 An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6 Assumptions:

- The methodology of the sensitivity analysis will align with methods used in the Statewide Vulnerability Assessment. Specifically, risk levels for asset types will be aligned unless revised by Village staff. Risk metrics will be reviewed and approved by the Village prior to the Consultant performing the analysis.

Task 7: Public Outreach Meeting #2:

APTIM will conduct a second public outreach meeting to present the results of the VA and collect input for the Adaptation Plan. The purpose of the meeting will be to collect public input on the results of the VA, prioritization of focus areas with vulnerability, and potential strategies for the Adaptation Plan. APTIM will prepare any desired social media notifications, meeting invitations, meeting materials, presentations and graphics utilized during the meeting, as applicable.

Task 7 Deliverables: APTIM will provide the following:

- 7.1 Public meeting agenda;
- 7.2 Public meeting sign-in sheets or attendance records with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- 7.3 A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 7.4 A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 7.5 A summary report including attendee input and meeting outcomes.

Task 7 Assumptions:

- An public outreach meeting (up to 3-hours) will be conducted.
- The meeting will be in-person, with a hybrid component if requested by the Village.
- The Village will reserve and provide the meeting location.

- The Village will provide electronic mailing list for invitations, if available.
- Meeting date will be selected by Village to allow announcement of meeting to be shared at least 30 days in advance of meeting occurrence.
- Prepared public announcements and graphics will be reviewed and returned with edits within three (3) days, to avoid delays in announcement.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables:

APTIM will provide a final Vulnerability Assessment report pursuant to the requirements in Section 380.093, F.S., and based upon previous tasks and public outreach efforts. The final Vulnerability Assessment must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. A list of critical and regionally significant assets that are impacted by flooding and sea-level rise will be provided, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata will adhere to the Resilient Florida Program's GIS Data Standards (Exhibit A), and raw data sources shall be defined within the associated metadata.

Task 8 Deliverables: APTIM will provide the following:

- 8.1 Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- 8.2 A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- 8.3 All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the Vulnerability Assessment, to include the geospatial data in an electronic file format and GIS metadata; and
- 8.4 A signed Vulnerability Assessment Compliance Checklist Certification.

Task 9: Public Presentation:

APTIM will present the final VA results to the Estero Village Council and Village advisory committees in a public presentation. The purpose of the presentation is to share the outcomes of the final VA including the resulting list of flood vulnerable assets. APTIM will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable. The final public presentation will occur as part of a Village or regional convening as planned by Village or a third public outreach meeting, as determined by Village.

Task 9 Deliverables: APTIM will provide the following:

- 9.1 Meeting agenda;
- 9.2 Meeting sign-in sheets or attendance records with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- 9.3 A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 9.4 A summary report including attendee input and meeting outcomes.

Task 10: Local Mitigation Strategy:

APTIM will review the existing Lee County Joint Local Mitigation Strategy (LMS) and provide relevant information necessary from the VA and the Adaptation Plan to update the LMS. To support future updates to the LMS, APTIM will transmit the VA and Adaptation Plan to the Florida Department of Emergency Management (FDEM) on behalf of the Village.

Task 10 Deliverable: APTIM will provide the following:

Letter to coordinate the incorporation of the VA in LMS updates, to include the following: 1) Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan (i.e., utilized in the next five-year update) and 2) Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan.

Task 10 Assumptions:

- Village will coordinate meeting with LMS Working Group chair to confirm process and expectations for LMS updates and letter transmittal.
- The latest LMS was released in 2022.

Task 11: Adaptation Plan:

This task consists of the development of the draft Adaptation Plan, which will serve as an action-oriented implementation roadmap to guide Village planning, design, policy, and investment in infrastructure. The recommended strategies will be prepared with a focus on flood risk reduction with recommended actions framed in terms of immediate needs, near-term actions, and longer-term strategies to reduce risk, enhance asset reliability, and support Village operations and community quality of life, to accommodate evolving flood hazards. Adaptation and hazard mitigation strategies for select vulnerable assets and facilities based on results from the vulnerability assessment, considering Village, stakeholder, and community input and guidance. Flood sensitivity, asset criticality, and asset service life will be considered in the development of strategies. The draft AP document will include an executive summary, detailed strategies, implementation plan, and monitoring and evaluation framework. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook. Draft findings will be reviewed in a virtual meeting with the Village staff.

Task objectives include:

- Develop a comprehensive list of adaptation strategies tailored to the specific needs and vulnerabilities of Estero and categorized by type (e.g., structural, non-structural, policy-based).
- Develop a detailed implementation matrix outlining specific actions, responsible parties, timelines, and expected outcomes.
- Create an Adaptation Plan in compliance with State requirements to position the Village for future funding needs.
- Develop a detailed implementation matrix outlining specific actions, responsible parties, and timelines.
- Explore and identify potential funding sources for implementing adaptation strategies.
- Establish a monitoring and evaluation framework to assess the effectiveness of implemented strategies.

- Provide opportunities via public meetings, surveys, interviews for community involvement in the implementation and refinement of the adaptation plan.

Task 11 Deliverables: APTIM will provide the following:

- 11.1 Final Adaptation Plan that provides an assessment of the Village's current adaptive capacities and prioritizes adaptation needs and adaptation strategies based on the vulnerabilities identified in the Vulnerability Assessment; and
- 11.2 A list of prioritized projects approved by the Village for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Task 11 Assumptions:

- The draft plan document will be delivered in PDF and/or Microsoft Word format

Task 12: Flood Certificates

Flood certificates for critical infrastructure facilities, critical community and emergency facilities and/or residences will be provided. During the kick-off meeting, the strategy for supporting voluntary participation by property owners in the collection effort and coordination protocol to ensure safe access by surveyors will be determined in coordination with Village staff.

Task 12 Deliverables: APTIM will provide the following:

- 12.1 Flood certificates in format of latest FEMA flood certificate form.
- 12.2 Survey locations will be added to project geodatabase.

Task 12 Assumptions:

- APTIM will coordinate mailing of notice and offer for flood certificate will Village staff.
- Lowest floor elevation in Flood Zone A will be surveyed for structures. Other optional elevation items listed in the flood certificate form e.g. air conditioning equipment will be left blank.
- Site photos for each address will be collected.
- This work includes 25 days of survey, allowing for up to an estimated 100 structures to be surveyed.

Tentative Schedule

Task Title	Task Start Date	Task Completion Date
1 – Kick-Off Meeting	NTP – April 2025	April 2025
2 – Public Outreach Meeting #1	May – June 2025	June 2025
3 –Background Data	NTP – April 2025	May 2025- June 2025
4 – Stormwater Model Update	April 2025	October 2025
5 – Exposure Analysis	May 2025	November 2025

6 – Sensitivity Analysis	June 2025	February 2026
7 – Public Outreach Meeting #2	August 2025	February 2026
8 – Final Vulnerability Assessment Report	July – October 2025	June 2026
9 – Public Presentation	June 2026	June 2026
10 – Local Mitigation Strategy	January 2026 – June 2026	July 2026
11 – Adaptation Plan	November – January 2026	June 2026
12 – Flood Certificates	June 2025	June 2026

Attachment B Compensation

PAYMENTS TO CONTRACTOR SHALL BE BASED ON THE FOLLOWING FEE SCHEDULE:

INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task. **Consultant must provide the Village-assigned contract number on the first page of all invoices.**

The Village's Finance Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be Processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

Compensation

Task Title	Total Amount
1 – Kick-Off Meeting	3,100
2 – Public Outreach Meeting #1	12,000
3 – Acquire Background Data	57,400
4 – Stormwater Model Update	87,300
5 – Exposure Analysis	25,500
6 – Sensitivity Analysis	24,600
7 – Public Outreach Meeting #2	12,000
7 – Final Vulnerability Assessment Report, Maps and Tables	26,000
9 – Public Presentation	4,000

10 – Local Mitigation Strategy	3,000
11 – Adaptation Plan	40,000
12 – Flood Certificates	130,600
Total:	\$425,500

Attachment C

CDBG-DR CLAUSES

This attachment will supersede any contradictory clauses that may be found in the main contract.

This Amendment to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Agreement contains supplementary compliance conditions for use with procured contracts that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application

By signing this Agreement, the applicant certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

NOTICE OF USE OF FUNDING AGENCY FUNDS FUNDED IN PART OR IN WHOLE BY: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Consultants are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List pursuant to FS 287.134 (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. F.S. 287.134(2)(a)

ANTI-LOBBYING CLAUSE (CONE OF SILENCE)

Consultant or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. F.S. 287.057(25)

INSPECTOR GENERAL COOPERATION

The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), that every state officer, employee, agency, special district, board, commission, contractor, and subcontractor must cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

In accordance with Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any good or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, sub-consultant or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty- six (36) months following the date of being placed on the convicted Consultant list. The Consultant represents and warrants that neither it nor any of its affiliates is currently on the convicted Consultant list. The Consultant shall disclose if it or any of its affiliates is placed on the convicted Consultant list.

BACKGROUND SCREENING

Consultant is responsible for ensuring that any required background screenings are conducted in accordance with Florida Statute Chapter 435. Consultant shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. Florida Statute Chapter 435 governs required background screenings for any employees, Consultants, sub-consultants, or agents of the

Consultant 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-Consultants/consultants of the prime Consultant and prime Consultant shall ensure compliance with Chapter 435 of such parties.

- 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 the Village of Estero at any time during such five (5) year period.

AMERICANS WITH DISABILITIES ACT (ADA)

Consultant shall comply with all applicable local, state, and federal laws, including American With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. §12101 et seq.) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportations, state and local government services and telecommunications.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

Consultant must include requirements in subcontractor agreements that Subcontractor is required to adhere to the requirements pertinent to the funding agency and type of agreement. Such as, but not limited to; affirmative action, Section 3, and equal opportunity.

CDBG-DR SUPPLEMENTAL CONDITIONS

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to shall be deemed to refer to the party seeing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PREFERENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the

requirements set forth herein, the provisions shall be applied with the following priority:

Part I: Required Federal Provisions; then

Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Aptim Corp. and the Village of Estero shall be submitted in writing (indicating the issue and the applicable provisions) by The Village of Estero, to Lee County which will decide the applicable questions.

REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

GENERAL CONDITIONS

of either party the contract shall forthwith be physically amended to make such insertion.

STATUTORY AND REGULATORY COMPLIANCE. Aptim Corp. shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the U.S. Department of Housing and Urban Development (88 FR 32046), including, but not limited to, applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

BREACH OF CONTRACT TERMS. The Village of Estero reserves the rights to all administrative, contractual, or legal sub, including, but not limited to, suspension or termination of this contract, in instances where Aptim Corp. or any of its subcontractors violate or breach any contract terms. If the contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a

limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

REPORTING REQUIREMENTS. The contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Village of Estero. The contractor shall cooperate with all Village of Estero and Lee County efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

DEBARMENT, SUSPENSION, AND INELIGIBILITY. The contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs subject to 2 CFR Part 2424. The Contractor shall notify the Village of Estero should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance programs subject to 2 CFR Part 2424.

CONFLICTS OF INTEREST. The Contractor shall notify the Village of Estero as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). Aptim Corp. shall explain the actual or potential conflict in writing in sufficient detail so that the Village of Estero is able to assess such actual or potential conflict. The Contractor shall provide the Village of Estero with any additional information necessary for the Village of Estero to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Village of Estero, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by Lee County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

SUBCONTRACTING. The Contractor represents to the Village of Estero that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

ASSIGNABILITY. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Village of Estero.

INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Village of Estero, Lee County, and their agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or will misconduct of the Contractor in the performance of the services called for in this contract.

TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Village of Estero shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Village of Estero, become the Village of Estero's (Subgrantee's, if applicable) property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Village of Estero for damages sustained by the Village of Estero by virtue of any breach of the contract by the Contractor, and the Village of Estero may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Village of Estero from the Contractor is determined.

TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000). The Village of Estero may terminate this contract at any time by giving at least (10) days' notice in writing to the Contractor. If the contract is terminated by the Village of Estero as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

ANTI-LOBBYING No Federal appropriated funds have been paid off will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence

an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Village of Estero's (subgrantees, if applicable) shall certify and disclose accordingly.

ACCESS TO RECORDS. The Village of Estero, Lee County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years from the time of closeout of HUD's grant to Lee County or for the period provided in the CDBG regulations 24 CFR Part 570.487 (or other applicable laws and program requirements) and 24 CFR Part 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant 42 USC 12707 (a)(4).

CIVIL RIGHTS AND DIVERSITY TITLE VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER

11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. No persons shall, on the grounds of race,

color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

NONDISCRIMINATION. The Contractor shall comply with the non-discrimination in employment in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Part 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The contractor shall comply with all other Federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contract agrees as follows:

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

CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of the Agreements as any of the following may hereinafter be amended, superseded, replaced, or modified:

- 1) Clean Air Act, as amended (42 USC § 7401 et seq.); a federal law in the United States that defines the Environmental Protection Agency's (EPA) responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer
- 2) Federal Water Pollution Control Act, as amended (33 USC § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued there under.
- 3) All other applicable environmental laws that may exist now or in the future. Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 CFR Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all non-exempt contractors and

subcontractors shall furnish to the Village of Estero, the following:

- a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR Part 32 of the List of Violating Facilities issued by the EPA pursuant to 40 CFR Part 15, as amended.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations.

PATENT RIGHTS

The Contractor shall retain all rights to any inventions, discoveries, or improvements made during the performance of this contract.

COPYRIGHTS

The Contractor shall retain all rights to any works of authorship created during the performance of this contract.

AFFIDAVIT 287.138

This statute pertains to contracts with entities from foreign countries of concern. It prohibits governmental entities in Florida from entering into contracts with entities that are owned by, have a controlling interest from, or are organized under the laws of certain foreign countries of concern (such as China, Russia, Iran, North Korea, Cuba, Venezuela, and Syria). Starting January 1, 2024, entities must provide an affidavit attesting that they do not meet these criteria before they can enter into contracts with governmental entities

AFFIDAVIT 787.06

This statute relates to anti-human trafficking measures. It requires any non-governmental entity entering into a contract with a governmental entity to provide an affidavit attesting that the entity does not use coercion for labor or services. This is part of Florida's efforts to combat human trafficking and ensure ethical practices in government contracting

FS 607.1501 Pertains to the authority of foreign corporations to transact business in Florida and is a requirement of this Agreement. Foreign corporations are required to obtain a certificate from the Department of State to legally conduct business within the state.

Lee County EO 11246 Applies to this agreement which prohibits federal contractors and subcontractors from discriminating in employment decisions based on race, color, religion, sex, or national origin.



100125 Addendum 4

Vulnerability Assessment

Issue Date: 12/3/2024

Questions Deadline: 1/10/2025 11:00 AM (ET)

Response Deadline: 1/20/2025 11:00 AM (ET)

Contact Information

Contact: Steve Gillette

Address: Procurement Office

9401 Corkscrew Palms Cir

Estero, FL 33928

Phone: 239 (221) 5035

Event Information

Number: 100125 Addendum 4
Title: Vulnerability Assessment
Type: Request for Proposal
Issue Date: 12/3/2024
Question Deadline: 1/10/2025 11:00 AM (ET)
Response Deadline: 1/20/2025 11:00 AM (ET)
Notes: The Village of Estero, FL in good faith, invites the submission of a proposal from interested and qualified individuals, corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide professional services to complete a **Vulnerability Assessment**. The Firm must furnish all labor, materials, equipment, and incidentals required to complete all work to the Village's quality standards. Solicitation documents and deadlines are available at <https://estero.ionwave.net/HomePage.aspx> All bids/proposals must be submitted sealed and online in the IONWWAVE system. Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to submit a bid. Persons with disabilities requiring reasonable accommodation to participate in any aspect of this ITB should contact the Village Clerk at (239) 221-5035 as promptly as possible to allow the Village to examine the request and determine what, if any accommodations are possible.

Ship To Information

Address: 2nd Floor
9401 Corkscrew Palms Cir
Estero, FL 33928

Billing Information

Contact: Accounts Payable
Address: 9401 Corkscrew Palms Cir
Estero, FL 33928
Email: accountspayable@estero-fl.gov

Bid Activities

Posting of Final Addenda 12/17/2024 5:00:00 PM (ET)

Bid Attachments

Main Bid Document.pdf	Download
Main Bid Documents	
Addendum #1 Summary.pdf	Download
Addendum Summary	
Addendum #2 Summary.pdf	Download
Summary of Addendum #2	
Addendum #3 Summary.pdf	Download
Summary of Addendum #3	
Addendum #4 Summary.pdf	Download
Addendum 4 Summary	

Grant_Mgmt_Plan_300003-vulnerability.pdf[Download](#)

Grant Managment Plan

Map 1-1 Study Area.pdf[Download](#)

Map

Map 1-2 Overall Estero River and Halfway Creek Watersheds.pdf[Download](#)

Map

Map 1-3 Estero River- North Branch Watershed Boundary.pdf[Download](#)

Map

Map 1-4 Estero River- South Branch Watershed Boundary.pdf[Download](#)

Map

Map 1-5 Halfway Creek Watershed Boundary.pdf[Download](#)

Map

Map 1-6 Estero River Main Branch Watershed Boundary.pdf[Download](#)

Map

Map 1-7 Main Streams with Major In-Line Structures.pdf[Download](#)

Map

Map 1-8 Stream Gaging Stations (USGS and Others).pdf[Download](#)

Map

Map 1-9 Recorded High-Water Marks of August_September 2017 Wet Season Event.pdf[Download](#)

Map

Map 1-10 Additional Surveyed Cross-sections and Structures (Per Main Stream).pdf[Download](#)

Map

Map 1-11 Soil Data.pdf[Download](#)

Map

Map 1-12 Land UseLand Cover Data (Local-Scale ICPR Model).pdf[Download](#)

Map

Map 2-1 Location of Boundary Conditions Used from MIKE SHE Model.pdf[Download](#)

Map

Map 3-1 Digital Elevation Model (DEM).pdf[Download](#)

Map

Map 3-2 ICPR Network - Estero River North Branch.pdf[Download](#)

Map

Map 3-3 ICPR Network - Estero River South Branch.pdf[Download](#)

Map

Map 3-4 ICPR Network – Halfway Creek.pdf[Download](#)

Map

Map 3-5 ICPR Network – Estero River Main Branch.pdf[Download](#)

Map

Map 3-6 Build-out Parcels.pdf[Download](#)

Map

Map 4-1 Areas of Concern, Known Flooding Areas.pdf

[Download](#)

Map

Map 4-2 Locations of Improvement ProjectsAreas of Concern, Known Flooding Areas.pdf

[Download](#)

Map

Map 5-1 100-yr Floodplain.pdf

[Download](#)

Map

Executive Summary VOE_SWMP FULL_REPORT_Revised 02.13.19.pdf

[Download](#)

Report

VOE_SWMP FULL_REPORT_Revised 02.13.19 w Appendix.pdf

[Download](#)

Report

Form Lobbying Affidavit.docx

[Download](#)

Lobbying Affidavit

Form Non-Collusion Affadavit.docx

[Download](#)

Non-Collusion Affidavit

zz Attachment 380.093 F.S..pdf

[Download](#)

Florida Statues

zz Attachment Exhibit A - GIS Data Standards.pdf

[Download](#)

GIS Data Standards

zz Attachment Exhibit B - Florida Adaptation Planning Guidebook.pdf

[Download](#)

Florida Adaptation Planning Guidebook

Requested Attachments

Sections of Proposal

(Attachment required)

Required Submittals Tabs Listed in Section F of this Solicitation

Certificate of Insurance

(Attachment required)

Vendor's Certificate of Insurance showing coverage of all required insurance.

W9

(Attachment required)

Vendor's W9

Lobbying Affidavit

(Attachment required)

Upload this form found in Attachments

Non-Collusion Affidavit

(Attachment required)

Upload this form found in Attachments

Bid Attributes

1 Addendum # 1 Acknowledgement

Addendum # 1 was issued and I acknowledge reading and understanding the change before I submitted my proposal.

☐ I have read and accept

(Required: Check if applicable)

2 Addendum # 2 Acknowledgement

Addendum # 2 was issued, and I acknowledge reading and understanding the change before I submitted my proposal.

This Addendum clarifies the following changes to this solicitation:

Changes the submission date to 1/17/2024

Changes this solicitation from a Request for Proposal to a **Request for Qualifications**

Answers various questions

Removes the line pricing submission

Changes the Qualifications scoring as follows:

Firm Qualifications 35 pts

Staff Qualifications 30 pts

Project Approach 20 pts

References 15 pts

☐ I have read and accept

(Required: Check if applicable)

3 Addendum # 3 Acknowledgement

Addendum # 3 was issued on 1/3/2025 and I acknowledge reading and understanding the change before I submitted my bid.

Addendum #3 makes the following changes to this Solicitation:

Changes the submission date to 1/20/2024

Re-opens the Q & A period with questions due 1/10/2025

☐ I have read and accept

(Required: Check if applicable)

4 Addendum # 4 Acknowledgement

Addendum # 4 was issued, and I acknowledge reading and understanding the change before I submitted my bid. A Summary of changes is listed in the Attachments tab.

☐ I have read and accept

(Required: Check if applicable)

5 Questions and Answers Addendum Acknowledgement

Questions and Answers were published, and I acknowledge reading and understanding the changes before I submitted my proposal.

☐ I have read and accept

(Required: Check if applicable)

6	Are there any modifications or deviations from solicitation specifications? Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the Bidder/Proposer being declared nonresponsive or to have the award of the bid/proposal rescinded by the Village. List any modifications here, if no modifications indicated enter N/A. <i>(Required: Maximum 4000 characters allowed)</i>
7	Conflict of Interest Disclosure Bidder/Proposer certifies that this submission has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. List any ownership conflicts here, if no ownership conflicts exist enter N/A. <i>(Required: Maximum 4000 characters allowed)</i>

8 Drug Free Certification

In accordance with Florida Statutes § 287.087, Bidder/Proposer hereby certifies that the Company does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under proposal, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ I Accept and Certify
(Optional: Check if applicable)

9 Vendor List Certifications

The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists. Bidder/Proposer is certifying they are NOT on the following Vendor lists as maintained by the Florida Department of Management Services:

Florida Statute 287.1346	Forced Labor Vendor List (Awarded Firm required to provide Affidavit)
Florida Statute 287.133	Convicted Vendor List/Public Entity Crimes
Florida Statute 287.134	Discriminatory Vendor List
Florida Statute 287.1351	Suspended Vendor List
Florida Statute 287.137	Antitrust Violator List
Florida Statute 287.135	Scrutinized List of Prohibited Companies
Florida Statute 287.057(1-3)	Federal Excluded Parties List

☐ I Accept and Certify
(Required: Check if applicable)

10 Use of Federal Funds Acknowledgement

We understand that Federal Funds are being used to fund this project and certain Federal requirements may exist which are outlined in this solicitation in the General Terms and Conditions section.

☐ I have read and accept
(Required: Check if applicable)

11 E-Verify Certification

Your Firm and your subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021

☐ I Accept and Certify
(Required: Check if applicable)

Bid Lines

1	Line deleted as part of an Addendum
2	Line deleted as part of an Addendum
3	Line deleted as part of an Addendum
4	Line deleted as part of an Addendum
5	Line deleted as part of an Addendum
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9	Line deleted as part of an Addendum
10	Line deleted as part of an Addendum
11	Line deleted as part of an Addendum
12	Line deleted as part of an Addendum



PROCUREMENT OFFICE
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

**REQUEST FOR QUALIFICATIONS (RFQ) # 100125
for
VULNERABILITY ASSESSMENT**

**Addendum # 1 Issued 12/20/2024
Refer to Addendum #2 for changes made in this Addendum**



PROCUREMENT OFFICE
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

**REQUEST FOR QUALIFICATIONS (RFQ) # 100125
for
VULNERABILITY ASSESSMENT**

Addendum # 2 Issued 12/20/2024

**Changes Submission Date to 1/17/2025 11:00 am
Changes this Solicitation from a Request for Proposal to a Request for Qualifications
Answers various Questions Submitted
Removes the Line Pricing Submission Sections**



PROCUREMENT OFFICE
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

**REQUEST FOR QUALIFICATIONS (RFQ) # 100125
for
VULNERABILITY ASSESSMENT**

Addendum #3 Issued 1/3/2025

Changes Submission Date to 1/20/2025 11:00 am

Re-Opens Q & A Period and Closes Questions on 1/10/2025 11:00 am



PROCUREMENT OFFICE
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

**REQUEST FOR QUALIFICATIONS (RFQ) # 100125
for
VULNERABILITY ASSESSMENT**

Summary of Addendum # 4, Issued 1/10/2025

Answers additional questions submitted



REQUEST FOR QUALIFICATIONS (RFQ) FOR VULNERABILITY ASSESSMENT

VILLAGE OF ESTERO

RFQ#100125
JANUARY 20, 2025

The information contained in this proposal contains proprietary and confidential financial and business information and shall not be used or disclosed, except for evaluation purposes, without the written consent of Aptim Environmental & Infrastructure, LLC, provided that if a contract is awarded to Aptim Environmental & Infrastructure, LLC as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.

PROPOSED TO:
VILLAGE OF ESTERO
Procurement Office
9401 Corkscrew Palms Circle
Estero, FL 33928

PROPOSED BY:
APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
6401 Congress Ave
Suite 140
Boca Raton, FL 33487



January 20, 2025

Aptim Environmental & Infrastructure, LLC
6401 Congress Ave, Suite 140
Boca Raton, FL 33499

Procurement Office
9401 Corkscrew Palms Circle
Estero, FL 33928

Subject: Request for Qualifications (RFQ) #100125 for Vulnerability Assessment

Dear Selection Committee:

Aptim Environmental & Infrastructure, LLC (APTIM), a Louisiana Limited Liability Company incorporated on April 23, 2002 (22 years), is pleased to respond to the Request for Qualifications (RFQ) for the Vulnerability Assessment Consultant for the Village of Estero (the Village). As a national environmental and engineering consulting firm, **APTIM is a recognized leader in environment, resilience, and sustainability services, committed to building a sustainable future for communities and natural world, accelerating the transition to a clean and efficient energy economy and creating a more inclusive and equitable environment that celebrates the diversity of our communities.** Our local offices in Florida have established a consortium of excellence to support delivery of the most useful vulnerability assessments and resilience plans in compliance with the Resilient Florida grant program guidance.

APTIM has partnered with **AIM Engineering & Surveying**, a full-service planning, engineering and surveying company to provide stormwater master planning support and **LAGO Consulting & Services LLC**, a water resources and environmental consulting firm, providing stormwater modeling services. We are ready to pool our combined expertise and are committed to delivering solutions that address the Village's most pressing challenges. Our resilience team is ready, able and dedicated to providing the scope deliverables on time and on budget with intent to exceed the Village's expectations. We are fully prepared to exceed your project expectations with a team that includes staff fluent in Spanish to enhance public outreach, extensive local expertise in rainfall modeling and compound coastal flooding analysis, and proven experience managing Resilient Florida and CDBG-DR grant-funded projects.

We look forward to leveraging our relationships, data and analytics from recent resilience projects in Florida including countywide vulnerability and energy reliability assessments, adaptation plans for the communities adjacent to the military installations, resilience hub strategy development, and the update to the Resilient Florida Adaptation Guidebook for the state.

Congratulations on receiving your grant award and the chance to strategize for comprehensive resilience throughout your community; we have witnessed firsthand the benefits that arise from this effort.

Kind Regards,
Aptim Environmental & Infrastructure, LLC

Samantha Danchuk, PhD, PE
Climate and Coastal Resilience Lead
Phone: 561 361 3199 Email: Samantha.Danchuk@APTIM.com

APTIM.com

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

**CERTIFICATE OF THE CORPORATE ASSISTANT SECRETARY
OF APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**

CORPORATE RESOLUTION

I, **Todd Kindler**, do hereby declare and certify that I am duly elected, qualified and acting Assistant Secretary of Aptim Environmental & Infrastructure, LLC, (the “Company”), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company’s Managing Member and its governing documents (and associated approved delegations thereof), **SAMANTHA DANCHUK, Florida Resiliency Market Lead**, has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary relating to the **Request for Proposal (RFP) Number 100125 for the Village of Estero Vulnerability Assessment**.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Aptim Environmental & Infrastructure, LLC on this **20th** day of December 2024

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC



By: _____
Name: **Todd Kindler**
Title: **Assistant Secretary**

Corporate Seal:



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

TABLE OF CONTENTS

Cover Letter i

1 - Executive Summary..... 1

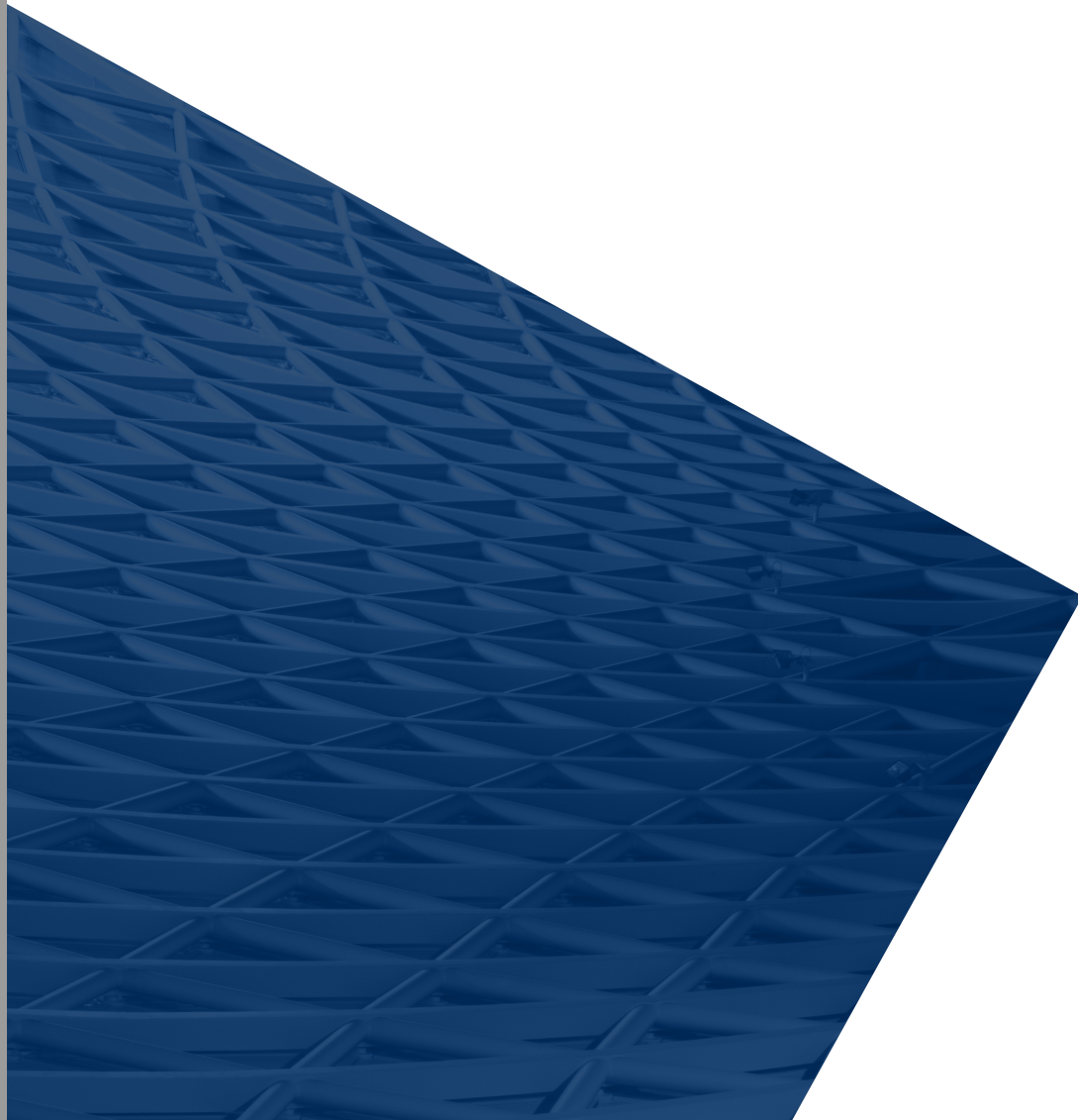
2 - Firm Qualifications & Experience3

3 - Staff Qualifications & Experience 24

4 - Project Approach..... 41

5 - Required Forms 66

SECTION 1. EXECUTIVE SUMMARY



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

1: Executive Summary



Firm Qualifications & Experience

APTIM is a national leader in environmental, resilience, and sustainability services, with over decades of experience, 3,500+ employees, and 50 offices delivering innovative solutions with local expertise and global reach. APTIM team has:

- Managed 35 grant-funded programs worth \$30B
- Completed 16 Vulnerability Assessments and 17 Adaptation Plans for 12+ Florida counties and municipalities
- Ranked Top 9 Environmental Management Firm by ENR
- Vast expertise in flood control and stormwater modeling, including 5 LAGO studies referenced in Village of Estero’s Stormwater Master Plan
- Extensive experience with Resilient Florida and CDBG-DR programs

Staff Qualifications & Experience

Our team is comprised of staff with extensive technical expertise and community engagement experience.

- Project led by a manager with 18 years of experience
- Team includes 10 modelers, several coastal and stormwater engineers
- Dedicated outreach staff, including Spanish-speaking professionals
- Hosted community webinars with 300+ attendees

16
Vulnerability
Assessments



17
Resilience
Plans



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Project Approach

Our approach combines innovative methodologies, detailed analysis, and a commitment to exceeding project requirements to deliver actionable, data-driven resilience strategies for the Village of Estero. Our key differentiators are:

- **AVA Methodology (Automated Verify/Activate):** ensures accurate, efficient, and actionable results
- **Gap Analysis Expertise:** Identify and fill data gaps using site-level assessments and stakeholder input
- **Enhanced Sensitivity Analysis:** Conduct sector-specific assessments to address vulnerabilities unique to critical infrastructure, natural systems, and community assets
- **Nature-Based Solutions Integration:** Utilize unique approach to test the effectiveness of nature-based solutions within stormwater models

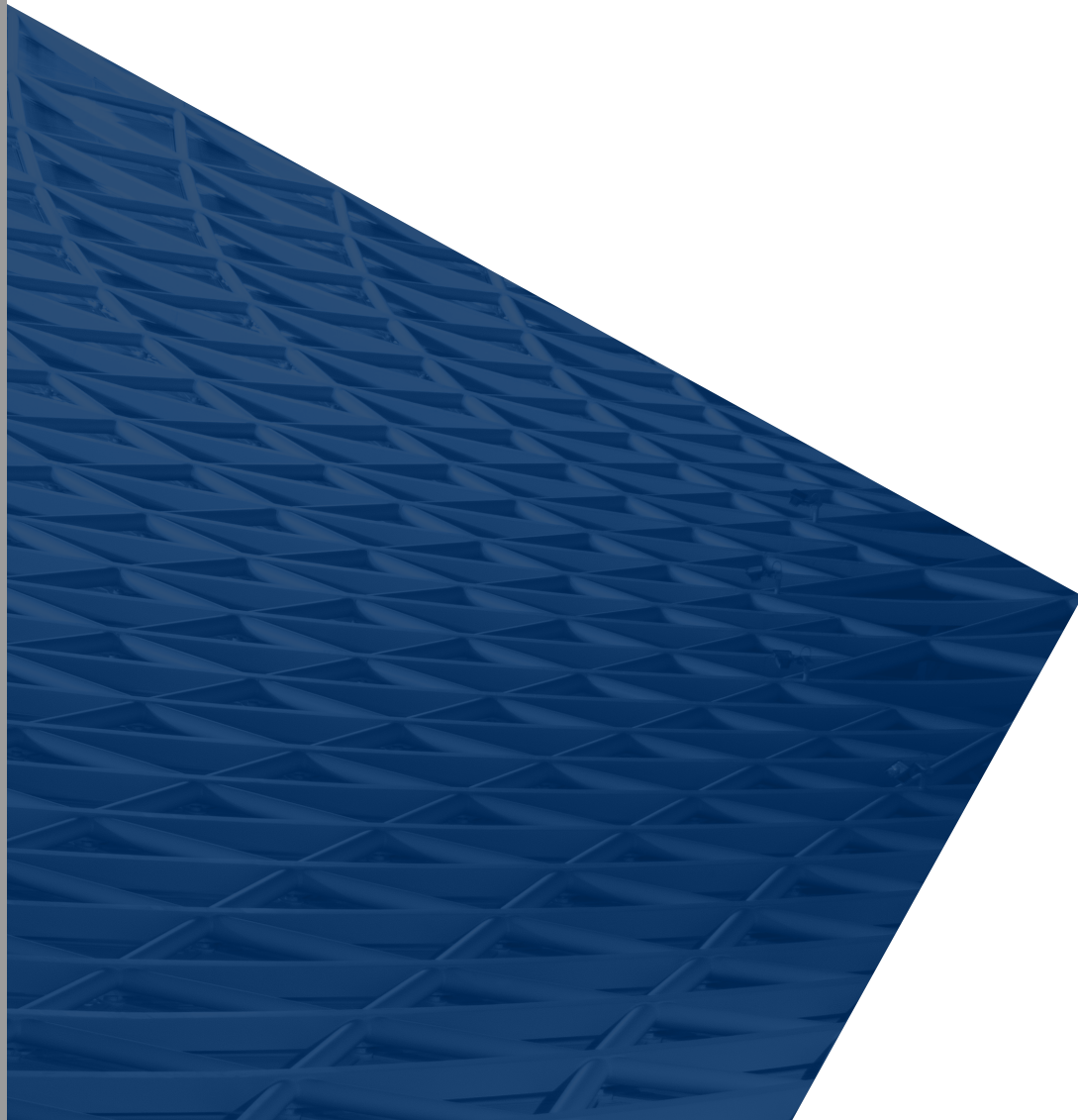
Project References

APTIM's recent work in Vulnerability Assessments (VA) and Adaptation Planning (AP) has been highly praised by government clients of all sizes. We have included three references in this proposal to demonstrate our ability to deliver exceptional results.

- **Longboat Key:** APTIM has been a long-term partner to Longboat Key, beginning with the development of a detailed stormwater asset inventory and elevation survey. This work transitioned into a fully grant-funded VA and AP and continues as we support their capital program management for implementing resilience projects. This example highlights how early steps can lead to comprehensive programs that enhance resilience beyond the initial VA
- **City of West Miami:** A city comparable in size to Village of Estero, where APTIM provided seamless deliverables, enabling the client to stay on schedule and focus on what's most beneficial
- **Village of North Palm Beach:** Similar in scale to Estero, this project demonstrates APTIM's ability to efficiently deliver results tailored to the client's needs while ensuring timely completion and actionable outcomes



SECTION 2. FIRM QUALIFICATIONS & EXPERIENCE



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

2: Firm Qualifications & Experience



COMPANY ORGANIZATION CHART

Aptim Environmental & Infrastructure, LLC is a legal entity within the APTIM Corp. (“APTIM”) structure. APTIM is structured around multiple Strategic Business Units (SBUs). Within these SBUs, APTIM has Service Lines (Figure 2-1) which provide professional teams focused on their respective services with the ability to call on the full range of capabilities from across this structure.



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

STRATEGIC BUSINESS UNITS (SBU) LINES

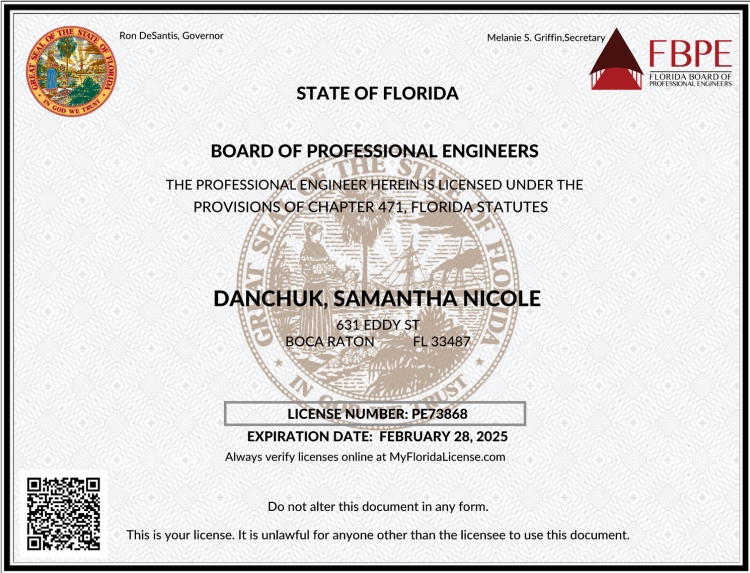
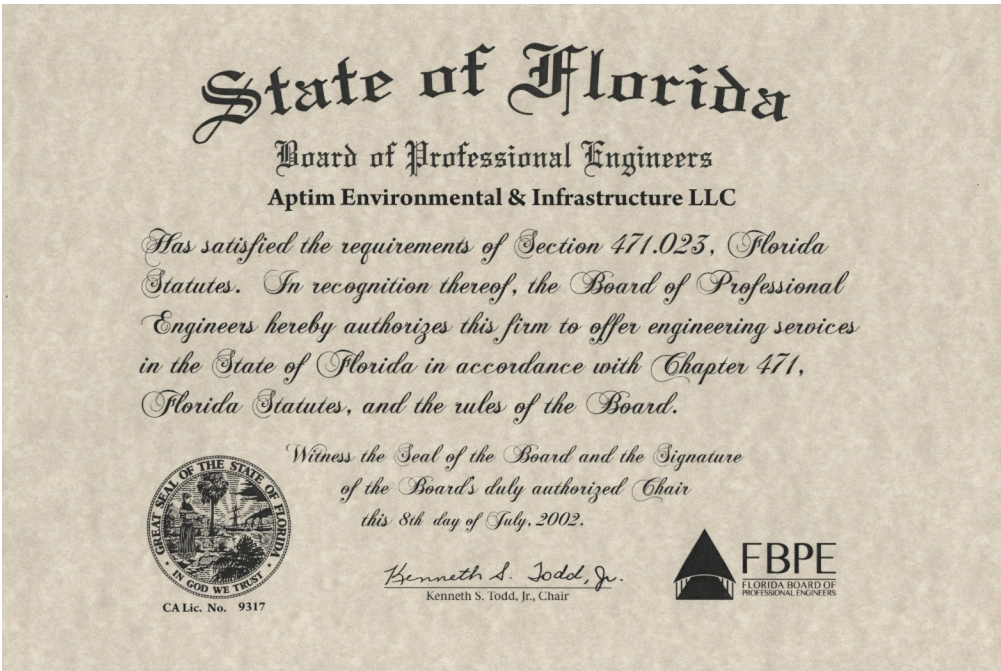


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Figure 2-1. APTIM's Strategic Business Units

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

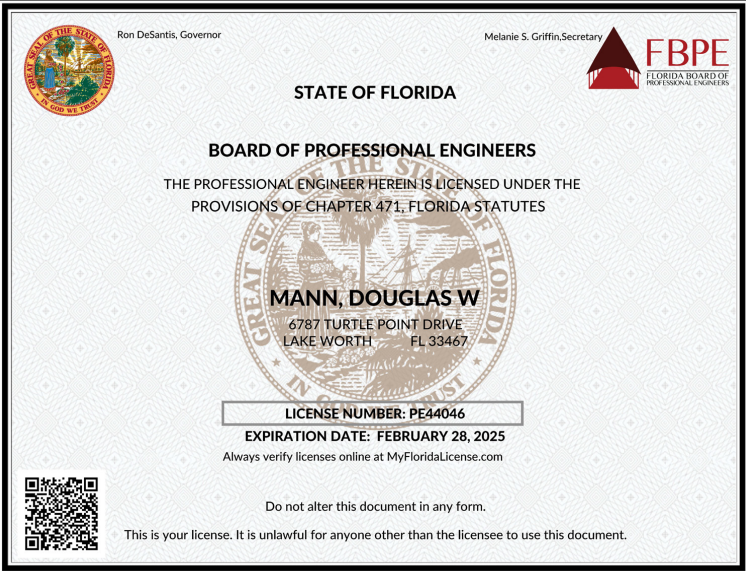
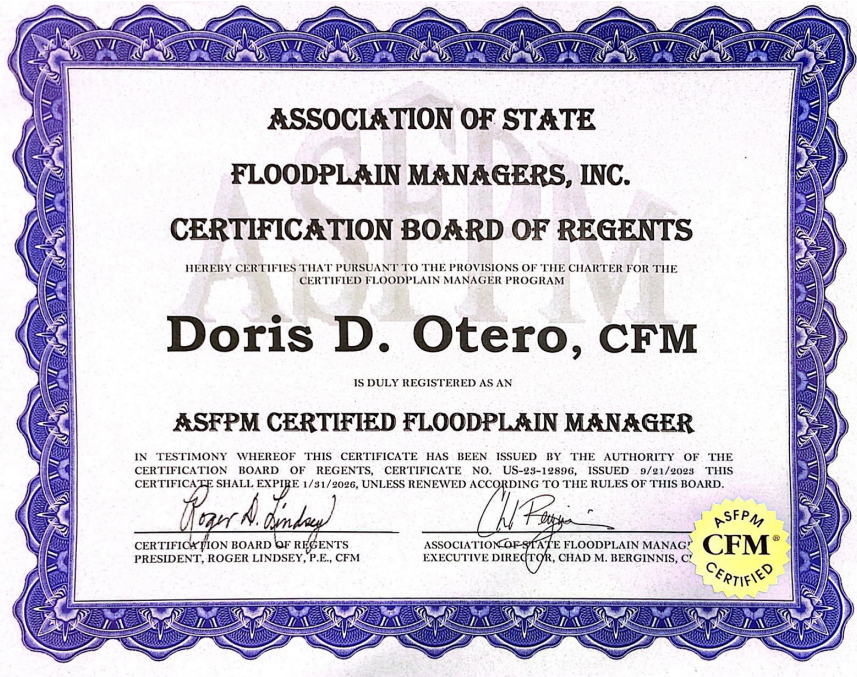
LICENSES AND CERTIFICATIONS



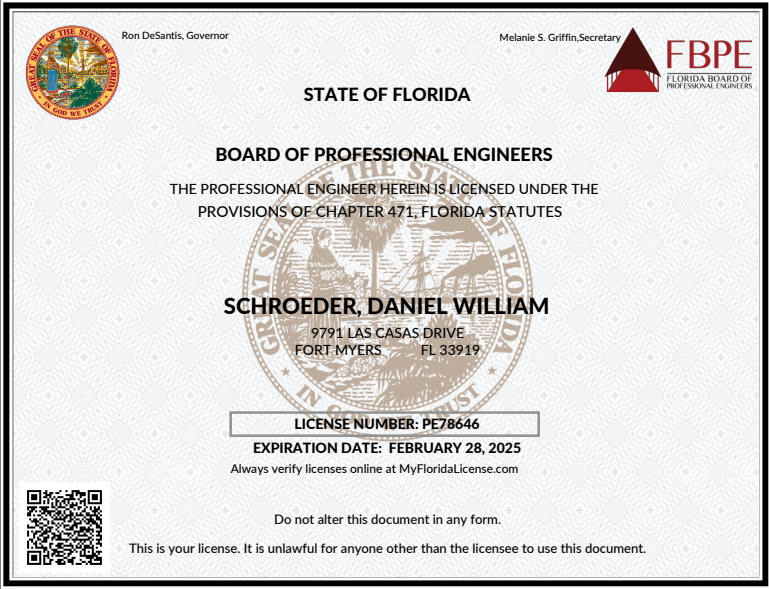
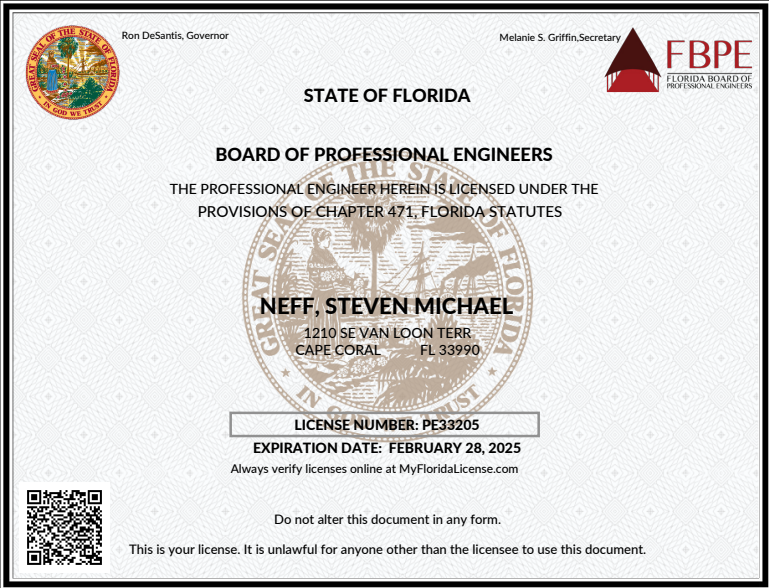
(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

8/6/2021

DBPR - WAGENHOFFER, JOHN JOSEPH, Engineering Intern

1:51:41 PM 8/6/2021

Licensee Details

Licensee Information

Name:

WAGENHOFFER, JOHN JOSEPH (Primary Name)

Main Address:

1140 NW 19TH PL
CAPE CORAL Florida 33993

County:

LEE

License Mailing:

LicenseLocation:

License Information

License Type:

Engineering Intern

Rank:

Eng Intern

License Number:

1100024969

Status:

Current

Licensure Date:

07/21/2021

Expires:

Special Qualifications

Qualification Effective

Alternate Names



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 8, 2022

REGISTERED VENDOR NO.: 119722

Ms. Maria C. Bravo, President
Lago Consulting & Services LLC
PO Box 10481
Tampa, FL 33679

CERTIFICATION EFFECTIVE DATE:
April 8, 2022

CERTIFICATION EXPIRATION DATE:
April 8, 2025

Dear Ms. Bravo:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional & Environmental Engineering Services; Computer Modeling; Water Resource and Stormwater Management Consultants; and Permitting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,



Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

3301 Gun Club Road, West Palm Beach, Florida 33409 • (561) 496-8880 • 1-800-432-2345
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



APTIM At-A-Glance

Established
Aptim Environmental & Infrastructure, LLC (APTIM), a Louisiana Limited Liability Company incorporated on April 23, 2002

Employees Worldwide
3,500+

Offices
50

Services
Critical Infrastructure
Technical and Data Solutions
Program Management
Environmental Services
Resilience
Sustainability and Energy Solutions for

- ▶ Government Agencies
- ▶ Commercial and Industrial
- ▶ Energy Markets

Expertise
Emergency Response
Disaster Recovery
Environmental Assessment
Grant Management
Design and Construction Related Services
Construction Management
Cost Estimating

Website
www.APTIM.com

2023
ENR
TOP 10
ENVIRONMENTAL FIRMS BY
MARKET SEGMENT
ENVIRONMENTAL
MANAGEMENT

#9



Firm Qualifications, cont'd

Aptim Environmental & Infrastructure, LLC (APTIM) offers the Village the recent and relevant experience of a firm that has successfully managed 35 grant-funded programs valued at over \$30B and was ranked by Engineering News-Record (ENR) as a top 9 environmental management firm.

As a national environmental and engineering consulting firm, APTIM is a recognized leader in environment, resilience, and sustainability services. We are committed to building a sustainable future for communities and the natural world, accelerating the transition to a clean and efficient energy economy and creating a more inclusive and equitable environment that celebrates the diversity of our communities.

Our offices in Tampa, Boca Raton, Winter Garden, and Jacksonville have established a consortium of excellence to support delivery of the most useful vulnerability assessments and resilience plans in compliance with the Resilient Florida grant program guidance.

APTIM's resilience team successfully implemented resiliency projects for municipalities in Florida, Louisiana, Texas, New York, Colorado, Virginia, and California; these have included vulnerability and risk assessments, capital planning, economic analysis, critical asset identification, and adaptation strategies. This work is informed by our breadth of resilience experience from developing the Florida Adaptation Guidebook for FDEP, to developing state criteria for water supply and wastewater resilience for the EPA to developing the coastal resilience index and tool for the USACE.

As true resilience professionals, we truly value collaboration and know the value of aggregating the best talent to tackle complex challenges and derive harmonious system focused solutions. We look forward to customizing this project's approach to support staff in their objectives and yielding project benefits that exceed expectations.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Experience with Vulnerability Assessments

The APTIM Team has a comprehensive understanding of vulnerability assessments and resilience planning best practices, including the criteria of regional and national ranking systems, relevant policy, resilience plans and research, and collaborative opportunities.

Our team consists of a variety of climate experts who specialize in local hazard modeling, assessments, and adaptation. Experts have experience modeling local flood conditions and employing rainfall predictions and change factors established by the South Florida Water Management District (SFWMD) into scenario planning.

As previously mentioned, **APTIM has recently finalized vulnerability assessments in accordance with state guidelines across more than twelve coastal and inland counties. (Figure 2-2) illustrates where APTIM has created VA's: Miami-Dade, Broward, Manatee, Sarasota, Lee, Monroe, Escambia, Santa Rosa, Okaloosa, Walton, Bay County, and Brevard, both at municipal and county levels.**

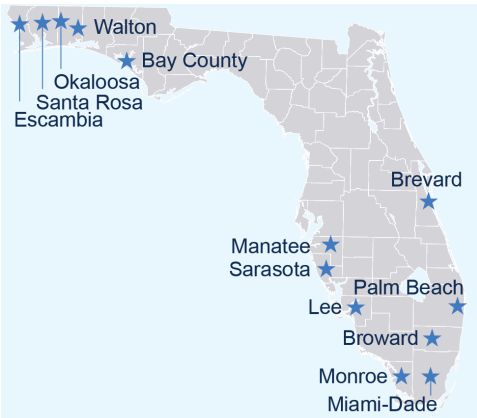
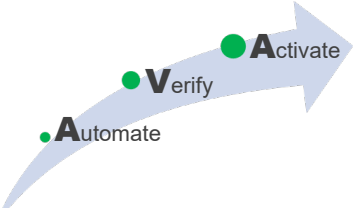


Figure 2-2. APTIM's Municipal and County-Level Vulnerability Assessments

APTIM employs a methodology for assessments, ensuring normalized and unbiased results. **Our process is known as AVA (Automate, Verify, and Activate).**



Data collection, mapping, analysis, ground-truthing and impact quantification have been refined and automated. Results of the automation process go through a verification process involving QA/QC, a dive into patterns, and a ground-truthing element where results are contextualized based on stakeholder and public experience.

Findings are organized and reported in a way that activates municipality discussion and implementation, ensuring all results are actionable.

The network of relationships available to support this project extends from grassroots social organizations in the unincorporated area, to in-house staff at the South Florida Water Management District, research and policy development partners at the United States Army Corps of Engineers (USACE) and the Florida Department of Transportation (FDOT).

Local Knowledge...

...will be critical for ground-truthing the results of the assessment and developing practical, feasible and detailed strategies for resilience.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

SUBCONSULTANT TEAM



APTIM is dedicated to partnering to achieve the Village's planning goals through insight, knowledge, and discipline. Our subconsultants will work together as a critical part of the team, bringing their expertise to address the needs of the Village.



Founded in 1980, **AIM Engineering & Surveying**, providing stormwater master planning services, a full-service planning, engineering, surveying, and construction management firm. AIM is a long time consultant to Village of Estero.

General Drainage & Water Resources Capabilities

AIM can provide solutions for a variety of water resources engineering challenges. Our **water resources group includes civil and environmental engineers, scientists, and planners** who have the multi-disciplinary expertise that aids us in defining project objectives, developing process methodologies, and completing design plans, documents, and necessary permit applications. Our capabilities range from maintenance recommendations for water control systems to control structure design, large watershed and floodplain evaluation, planning, modeling, and restoration. Our team uses hydraulic modeling software and environmental science to evaluate

existing hydrologic patterns and provide innovative design recommendations on projects that include watershed management plans, development of flood profiles, flood mitigation plans, water quality improvement projects, weirs using various models, and conducting peer reviews.

Regional & Localized Modeling Expertise

AIM led City of Cape Coral's Stormwater Master Plan update in 2015, which included both regional (MIKE SHE/MIKE 11) and localized (ICPR4 now re-branded as StormWise) modeling efforts to assess the effectiveness of the various conceptual design alternatives. **Once the regional flooding issues were isolated, AIM then utilized ICPR4/StormWise to reduce the model grid size to allow for more precise model refinement and corresponding detailed model results.**

A similar approach is likely desired for this project where both regional and localized models work together. Minor updates to the Village's existing regional model will provide the framework (boundary conditions) for the local ICPR4/StormWise model's use to model the effectiveness of the various design alternatives more precisely. Once the desired design alternative is selected through interactive localized modeling, the regional model will be updated and run to review the design's potential impact on the Village's larger stormwater canal network.

Surface Water Management System Design

AIM has experience in evaluating, designing, and improving surface water management systems on projects that include small commercial/residential developments and regional water control districts. **Our experience has taught us that system performance is improved through basin interconnectivity and the incorporation of natural features to provide water storage and natural water quality treatment.** We have designed operable water control structures (WCSs) in various project applications throughout southwest Florida to allow for the management and operational flexibility of stormwater flows between basins. Although hydraulic modeling

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

simulations often apply a uniform storm event to a given basin, actual rainfall events are distributed unevenly across a large area. Flooding can be reduced or even avoided if a system has the capability to divert canal flows from an area receiving high rainfall and into an area that has more capacity within the canals.

For the past 25 years, **AIM has served as District Engineer for the Lehigh Acres-Municipal Services Improvement District (LA-MSID), under their General Engineering Services Contract**, aiding them in the continuous improvement of the interconnectivity of their system and successfully assisting them in the utilization of natural features to increase water storage and natural water quality treatment. Their continued trust in the AIM Team serves as a testament to the capabilities of our personnel and quality of our work.



Lago Consulting Services LLC,
providing
stormwater

modeling services.

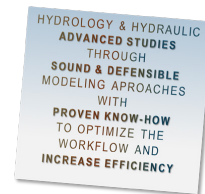
LAGO was created by two PhDs with experience in water resources and environment consulting. **Lago Consulting & Services brings unparalleled expertise to this project, with their previous work from 2015 and 2016 serving as foundational references in the Village's 2018 Stormwater Master Plan.** Their in-depth involvement and familiarity in the initial stormwater planning efforts uniquely positions our team to seamlessly update and enhance the existing models. This continuity and familiarity with the Village's stormwater systems can provide an edge in delivering precise, efficient, and impactful solutions for this project.

LAGO operates in Tampa, FL and offers services on water resources and environmental engineering with quality and advanced approaches. **LAGO is 8(a), Women Own Small Business (WOSB), and Small Disadvantaged Business (SDB) certified by the SBA. LAGO is also certified as a Disadvantaged Business Enterprise (DBE) by the Florida Department of Transportation, and as Minority Business Enterprise (MBE)**

by the State of Florida.

LAGO has worked on numerous projects in southwest Florida the last two decades, including the development and calibration of watershed & local scale Hydrology & Hydraulic models for Lee County over the last 5 years. We have applied multiple complex modeling platforms such as:

- SWMM5 (including HC-version),
- XP-SWMM,
- HEC-RAS,
- ICPR (including 2D),
- SMS, RiverFlow2D,
- WASP,
- HSPF,
- MIKE SHE/MIKE 11,
- MIKE21,
- ECOLab,
- MODFLOW, GWV (Vistas)
- MODHMS,
- ArcGIS (including extensions and tools such as Spatial Analysis, 3D Analysis, ArcHydro, Python/arcpy scripts, etc).



LAGO is fully equipped with the resources required for the tasks work assignments (TWA) that would come out of this. As a firm specialized in modeling services, LAGO holds a set of modeling software licenses and proven know-how to reduce the workflow and increase efficiency by Optimizing Computational Resources. LAGO has a unique set of tools to speed up and minimize human mistakes during the pre- and post-processing steps of the modeling data. LAGO has in-house scripting and code development expertise, available for any need that may arise during a water resources modeling project.

Minimizing the runtime is important in complex modeling projects. LAGO closely follows the advances in computing technology and uses computers optimized for advanced modeling. LAGO maintain a set of advanced custom-built workstations to conduct simulations at higher spatial resolution and level of details in less runtime.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

PROJECT EXAMPLE
1 OF 7

Client

City of West Miami, FL

Contract Value

\$55,000

Time Frame of Performance

7 mos.

Current POC

Djenepha 'Jenny' Polynice-Hall
City Manager -Grants Division
Grants Manager
City of West Miami
901 SW 62 Avenue
West Miami, FL 33144
786 991 9068
Dhall@cityofwestmiami.org



STAKEHOLDER MEETING

VULNERABILITY ASSESSMENT

City of West Miami | May 2024 - Dec 2024

Professional Overview

APTIM conducted a comprehensive Vulnerability Assessment to identify and evaluate vulnerabilities

related to climate change stressors such as sea level rise, precipitation events, and groundwater table changes.

Project Description

The Vulnerability Assessment analyzed the city's exposure to climate change impacts, including storm surge flooding, sea level rise, rainfall-induced flooding, tidal flooding, and compound flooding. The project began with a kickoff meeting to establish the scope, goals, schedule, and deliverables. We gathered and analyzed critical data, including topographic data and flood scenarios, ensuring compliance with Florida Statutes 380.093. Flood scenario modeling assessed the impact on the city's infrastructure, facilities, and communities. Sensitivity analysis evaluated the impact on community assets, considering demographics, structural vulnerabilities, and economic functions to assign risk levels. Public outreach and engagement included meetings and workshops to gather resident and stakeholder input. Based on the findings, we developed strategies for mitigating risks and enhancing resilience, including stormwater management improvements and policy recommendations.

Project Successes

- Conducted detailed exposure and sensitivity analyses that identified high-risk areas and assets, helping the city prioritize its resilience efforts
- Identified potential funding sources to support the implementation of proposed adaptation measures, ensuring the city has a roadmap for securing necessary resources
- Developed a set of prioritized recommendations for capital improvement projects and other adaptation measures to mitigate identified vulnerabilities
- Created outreach materials in Spanish to promote attendance to the public meetings

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

**PROJECT EXAMPLE
2 OF 7**

Client

City of Delray Beach, FL

Contract Value

Vulnerability Assessment (VA):
\$198,000
Adaptation Plan (AP): \$100,000

Time Frame of Performance

VA: 3 yrs.
AP: 6 months

Current POC

Juan Moises Cuesta, P.E.
Stormwater Engineer
City of Delray Beach
434 S. Swinton Avenue
Delray Beach, FL 33444
561 243 7220
cuestaJ@mydelraybeach.com



STORMWATER OUTFALL ASSESSMENT

**VULNERABILITY ASSESSMENT &
ADAPTATION PLAN**

City of Delray Beach | VA: Nov 2017 - Jul 2020
AP: Jun 2024 - Dec 2024

Professional Overview

APTIM performed a Citywide Intracoastal Waterway seawall and stormwater outfall inspection to quantify the vulnerability of private and public seawalls and the public stormwater system to sea level rise and recurring storm effects. APTIM is currently completing an Adaptation Plan for the city that includes an assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies.

Project Description

Vulnerability Assessment | These investigations included the surveying of 1,000 seawalls and over 100 stormwater outfalls. Recommendations for seawall elevation raising were provided to the City based on the combination of sea level rise for 30-year and 75-year time horizons and the effects of recurring storms. From this assessment, we outlined capital improvements for 58 public stormwater outfalls, 20 City-owned seawalls, and 800 privately owned seawalls. We also recommended that the City update their existing seawall ordinance to encourage private compliance with the findings of the study. APTIM participated in several public meetings to discuss the findings of the investigations (2017-2018). The City is implementing the highest priority **recommendations**.

Adaptation Plan | APTIM is developing an adaptation plan consistent with the Florida Adaptation Planning Guidebook and grant agreement requirements. After acquiring background data and evaluating the City and communities capacity to address the impacts of sea level rise, APTIM will review local mitigation strategies, the Comprehensive Plan, floodplain management plans, master stormwater plans and previous sea level rise risk assessments. APTIM will interview key stakeholders to identify a list of the primary challenges facing the community related to sea level rise, storm surge and tidal flooding. A summary of findings will be compiled for inclusion into the final plan.

2. Firm Qualifications & Experience | 17

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

PROJECT EXAMPLE 4 OF 7

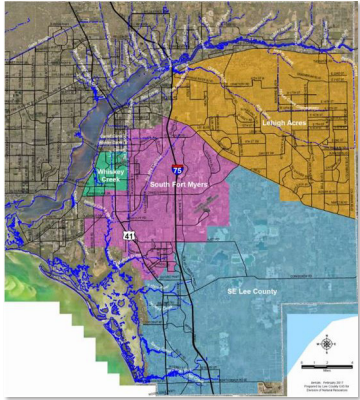
AIM Engineering & Surveying, Inc.

SOUTHERN LEE COUNTY FLOOD MITIGATION PLAN *Preliminary Concept Development & Implementation Evaluation*

LOCATION: Southern Lee County, FL
CLIENT: Lee County
CONTRACT AMOUNT: \$1.8M
DATES: 11/19 – 08/20
CONTACT: David Warthan, PE, CFM, Project Manager
P: 239.478.6022 | **E:** dwarthan@leegov.com

AIM led the efforts on this large regional flood mitigation plan, which was developed to provide long-term guidance for a major portion of Lee County. The primary objective was the development of preliminary concept projects within the study area (southern Lee County) that would provide the ability to substantially mitigate future flooding due to significant storm events such as the combined Invest 92L and Hurricane Irma event. A system-wide approach aided in understanding the regional improvements when implementing concept projects, as well as identifying and mitigating adverse impacts to upstream and downstream components. The objectives of the SLCFMP included the development of a large scale regional hydrologic model for southern Lee County to evaluate the system impact of the collective concept projects for mitigating flood conditions. With data from this model, high-level evaluation reports were prepared for each concept including a preliminary Opinion of Probable cost.

From this report, a Project Prioritization Matrix was prepared to assist Lee County in evaluating concept implementation. As part of the regional modeling effort, a future conditions model was developed to look at the impacts of development growth as well as sea level rise. This same model looked at basin storage needs based on new development and evaluated and recommended allowable stormwater discharge rates for these new developments within each watershed basin. Finally, there was a model developed to focus on analyzing a storage/controlled discharge concept for the Crew-Flint Pen area relative to flood mitigation, but also looking at the year-round hydrological effect on this property. Throughout all this effort, coordination with various agencies and stakeholders was an ongoing objective. The project was successfully completed with several concepts being implemented now, and others in the planning and grant pursuit stages.



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

PROJECT EXAMPLE 5 OF 7

AIM Engineering & Surveying, Inc.

CITY STORMWATER MASTER PLAN, PH II

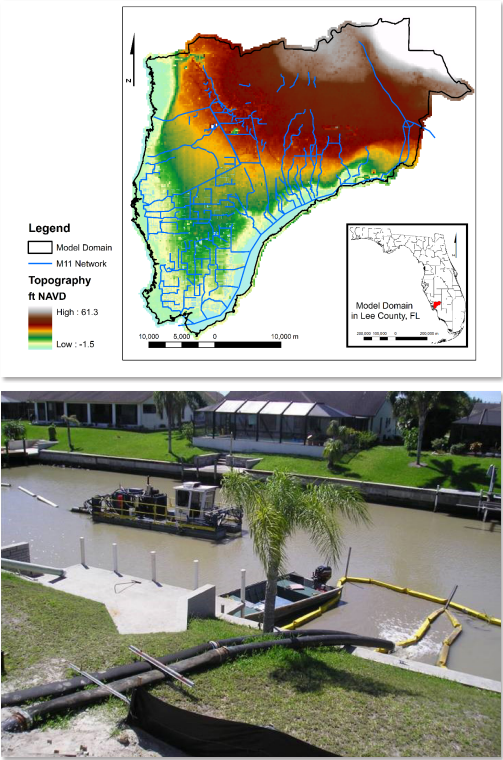
Engineering Services

LOCATION: Cape Coral, FL
CLIENT: City of Cape Coral
CONTRACT AMOUNT: \$981K
DATES: 02/14 – 07/15
CONTACT: Maya Robert, Environmental Resources Division Manager / Public Works Department
P: 239.574.0745 | **E:** mrobert@capecoral.net

The City's Stormwater Master Plan was developed to provide a long-term plan to address both current and anticipated stormwater management needs. AIM developed Phase II of the Master Plan that consisted of three parts, including:

- Development of a citywide computer hydraulic model of the stormwater system to analyze design storm events, which was utilized for:
 - Analysis of current system performance to evaluate the need for stormwater management system enhancements.
 - Sub-basin study in identified problem areas to reduce the probability of flooding.
- Water Quality Management Plan for TMDL (Total Maximum Daily Loads) to meet both current and anticipated water quality improvement requirements. The plan evaluated and developed structural and nonstructural best management practices (BMPs) and other program activities that were targeted at TMDL-related pollutants. This serves as a scientifically defensible document showing the efficacy of particular system components, as well as support of funding applications to construct new components.
- Review of the City of Cape Coral Maintenance Master Plan and practices and recommendations for potential improvements.

During Stormwater Management Plan development, 38,000 potential sites were evaluated incorporating several potential BMPs to determine the most beneficial and cost-effective ways to improve water quality. A total of 12 conceptual project designs were included in the Master Plan to assist the City of Cape Coral with securing grant funding for phased project implementation.



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

PROJECT EXAMPLE 6 OF 7

LAGO Consulting & Services

Project Name:

City of Bonita Springs: ICPR Model Update. Evaluation of Hurricane Irma Flood Mitigation Projects

Year: 2018 - 2019

Applied Skills:

- Data processing
- H&H Modeling
- Design storm simulations
- Flood Mapping
- Scenario Analysis

Consulting Areas:

- Storm water management

Software Applied:

- ICPR, ArcMap

About:

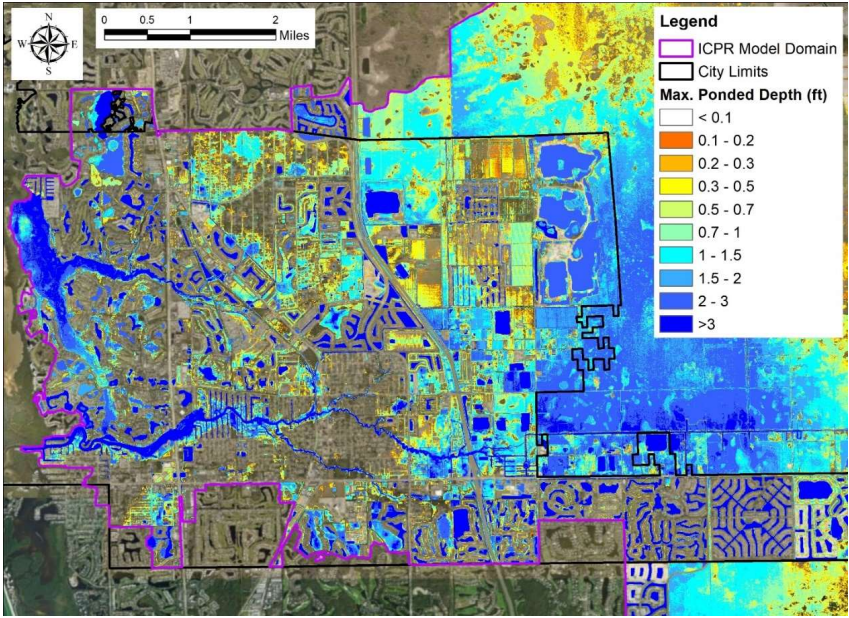
City of Bonita Springs experienced extensive flooding during Hurricane Irma and wanted to evaluate some flood improvement projects.

Client:

City of Bonita Springs
(sub-consultant to Grady Minor)

Outcome:

Lago produced flood inundation maps, and other graphs and tables to illustrate the model performance and to support the scenario evaluation. Lago also participated in multiple discussions with City staff and addressed questions and concerns about the modeling results.



LAGO Consulting & Services, LLC - www.lago-consulting.com - (813) 774-5559

2. Firm Qualifications & Experience | 21

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

PROJECT EXAMPLE 7 OF 7

LAGO Consulting & Services

Project Name:

**South Lee County
Watershed Initiative
Hydrological
Modeling Project**

Year: 2020-2021

About:

The South Lee County Watershed Initiative (SLCWI) stakeholders identified the need for a Strategic Hydrological Modeling and Planning project. The purpose was to identify opportunities to restore more natural hydrology that include restoring wetland water levels and hydroperiods.

Client

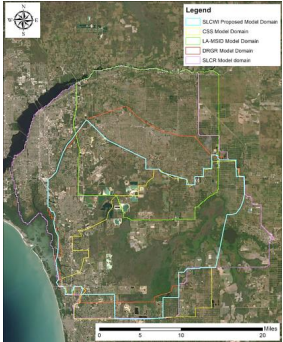
Coastal and
Heartland
National Estuary
Partnership
(CHNEP)

Applied Skills:

- Integrated Modeling: Model updates & improvements
- Model calibration
- Scenario evaluations

Specifics:

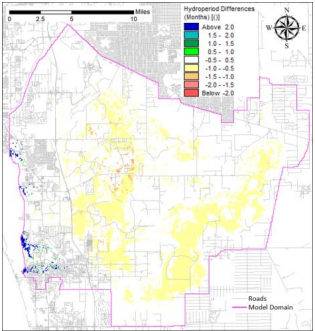
A new MIKE SHE/MIKE 11 model was built around South Lee County areas by using the information from other models for the area. The model inputs included updated rainfall, reference ET, topography, landuse coverage, irrigation coverage and rates, flow paths and surface water structures, hydrogeological parameters, and observation data from surface and groundwater monitoring stations.



Consulting Areas:

- Surface water management
- Wetland conservation and restoration

During model calibration, sensitivity tests to different parameters were conducted. Reported irrigation from large agriculture operations were used to adjust model irrigation parameters. Also, the hydraulic conductivities were adjusted by using a proprietary tool ([Adjust dfs2 file](#)) to better match the observation data. The calibrated model was used to build a baseline existing conditions model, which was modified to build a pre-development model (also referred to as NSM) and 5 future conditions scenarios.



Outcome: The NSM showed lower water depths and hydroperiods in the areas developed. The effect of future proposed projects on hydroperiods and water depths was also evaluated. Increasing temperatures and ET forecasted by year 2050 produced a drier climate, which results in reduction of hydroperiod by 1 month, of wet season water depths by 0.4', and of river outflows by 15%. Estimated sea level rise will likely result in changes in vegetation along the coastal boundary. The landward migration of brackish tidal water along the rivers (due to higher tidal levels and reduced river outflows) may have negative impacts on the freshwater resources near the coast. Three landuse change scenarios were also evaluated.

Software Applied: MIKE SHE/MIKE 11, ArcMap, and [LAGO Toolbox](#).

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2. Firm Qualifications & Experience | 22

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

REFERENCES



Charlie Mopps
Town of Longboat Key, Florida
Town Hall
501 Bay Isles Road
Longboat Key, FL 34228
941 316 1988
cmopps@longboatkey.org

**Project: Sea Level Rise and Recurring Flooding
Vulnerability Assessment and Adaptation Plan**



Djenepha 'Jenny' Polynice-Hall
City Manager -Grants Division
Grants Manager
City of West Miami
901 SW 62 Avenue
West Miami, FL 33144
786 991 9068
Dhall@cityofwestmiami.org

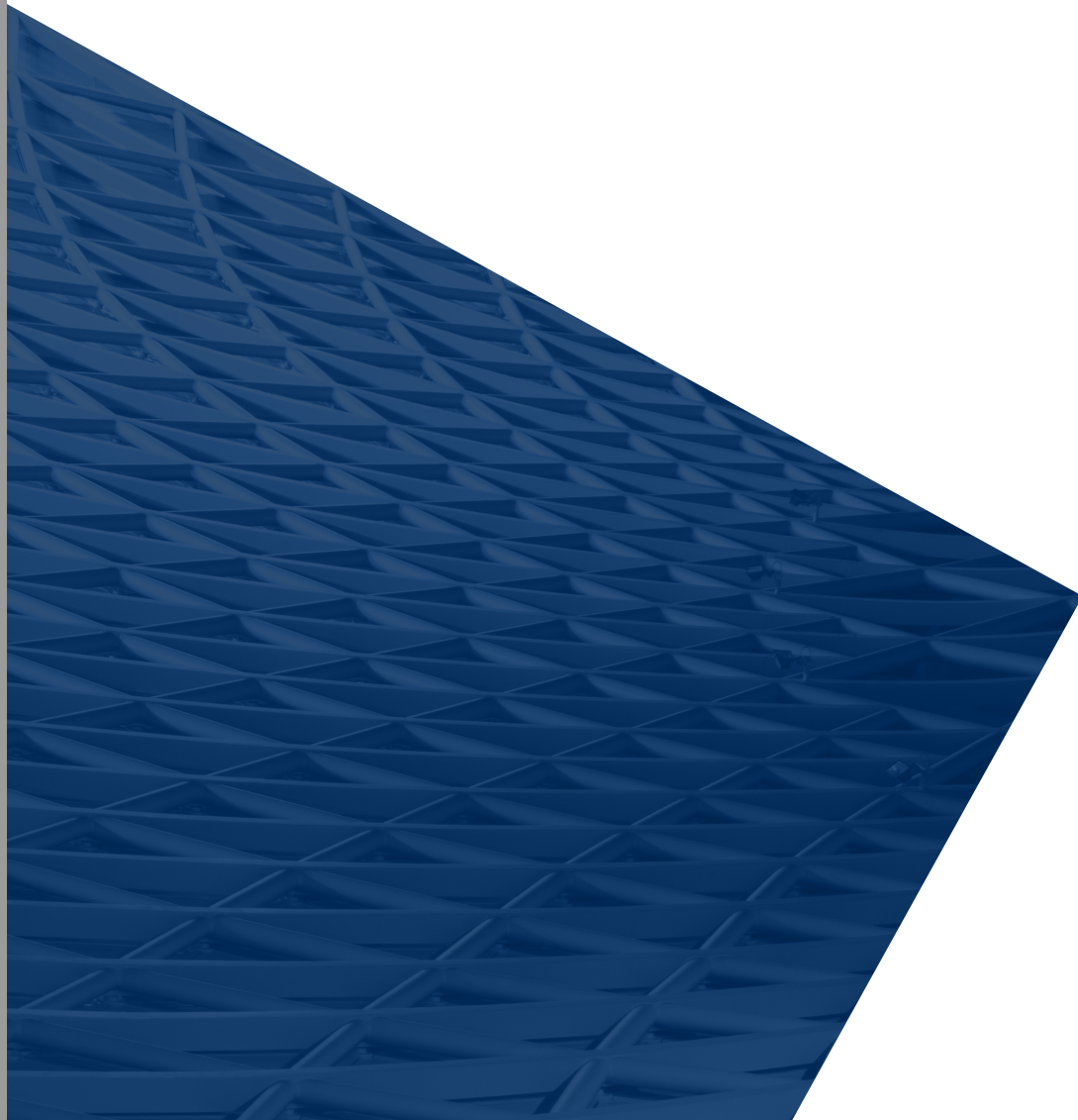
Project: Vulnerability Assessment



Jamie Mount
Assistant Director of Public Works
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408
561 296 1077
jmount@village-npb.org

Project: Vulnerability Assessment

SECTION 3. STAFF QUALIFICATIONS & EXPERIENCE



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

3: Staff Qualifications & Experience

With the vision and experience to lead this project for the Village, **Samantha Danchuk, PhD, PE**, will serve as **Project Manager** and will oversee and spearhead all tasks. She is one of the foremost technical and policy experts on resiliency in Florida.

Dr. Danchuk has 18 years of program/project management and resilient engineering experience, including seven years as Broward County's Assistant Chief Resilience Officer and Capital Program Administrator and 10 years as a coastal resilience engineer with projects in 9 states. She has experience in **vulnerability and risk assessments, coastal hazard modeling, strategic flood and energy resilience policy, and futureproofed infrastructure engineering** serving to support environmental sustainability and redevelopment of vulnerable regions.

She was the technical advisor for the Southeast Florida Regional Climate Change Compact.

Dr. Danchuk **led the development of two regional sea level rise projections, multiple climate adaptation plans, heat and flood risk assessments, execution of two federal shore protection projects and implementation of national award-winning future conditions policy for redeveloping with sea level and groundwater rise.**



“The APTIM Team provided high quality professional services for this project. Dr. Danchuk and her team are very well qualified, organized, and thorough in their resilience-focused work. I highly recommend APTIM for their expertise not only in the field, but in their understanding of the local conditions as well.”

- Sarah Marrs, Jacobs
Project: Miami Dade Resilience Hubs
Energy Resiliency Hub and Multi-Hazard Analysis

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

KEY PERSONNEL

Cigdem Ozkan, PhD, PE | Lead for Vulnerability Assessment, Adaptation Planning, and Public Outreach

Dr. Cigdem Ozkan brings over 9 years of experience in resilience engineering, stormwater modeling, and vulnerability assessments. She has led vulnerability assessments for several coastal and inland counties and municipalities, and utilized advanced hydrologic and hydraulic modeling tools like StormWise to create accurate flood layers. Dr. Ozkan's background in risk analysis, public outreach, and adaptation planning ensures she is well-equipped to oversee the comprehensive analysis and updates to Estero's stormwater model and vulnerability assessment.

Heather Vollmer, GISP | Lead for GIS and Data Management

With 24 years of experience in GIS technology, Heather Vollmer is a highly skilled geospatial professional who specializes in data analysis, spatial modeling, and visualization. She has played a critical role in numerous vulnerability assessments, providing GIS mapping, data creation, and quality assurance. Her ability to streamline data workflows and generate high-quality mapping deliverables will ensure accurate and actionable geospatial outputs for the Village of Estero's vulnerability assessment.

Marcelo Lago, PhD, GISP, CFM | Lead for Stormwater Modeling

Dr. Marcelo Lago has over 20 years of local experience in hydrology and numerical modeling, specializing in integrated hydrologic and hydraulic models.

His expertise includes developing and calibrating models such as MIKE SHE and StormWise, making him a key asset for stormwater model updates and performance analysis. His studies have been referenced in the Village's current Stormwater Master Plan, validating his extensive local knowledge. Dr. Lago's ability to incorporate future conditions and test nature-based solutions will ensure that the stormwater modeling accurately reflects the Village of Estero's current and future vulnerabilities.

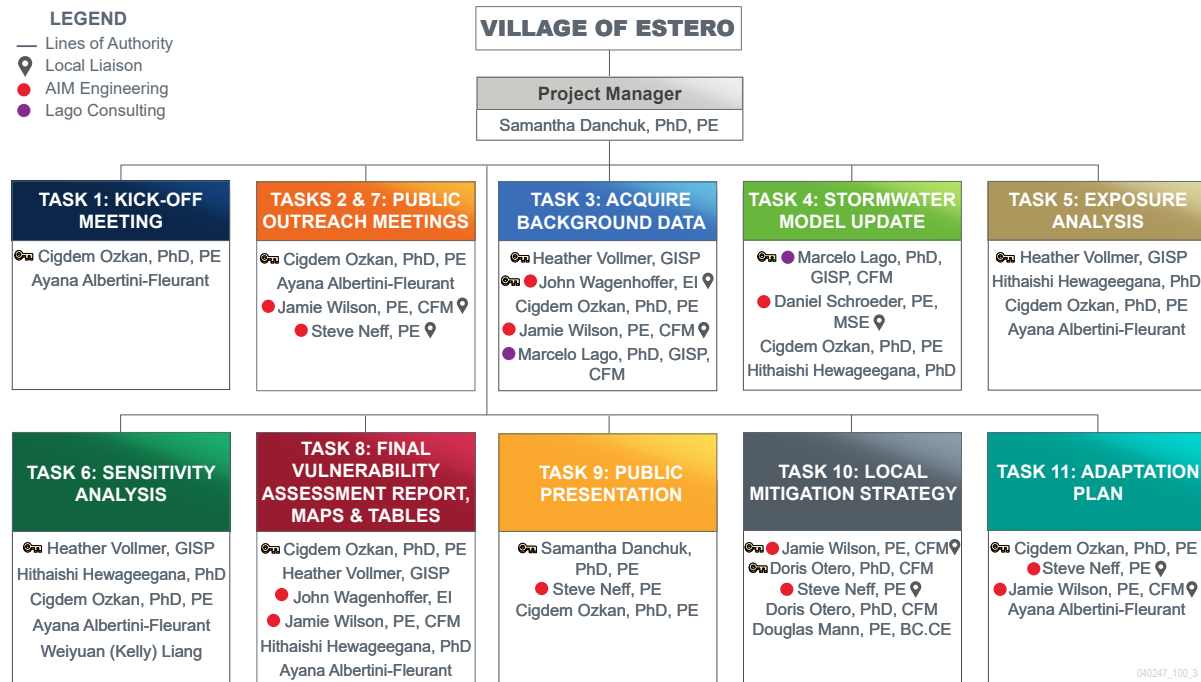
Doris Otero, PhD, CFM | Lead for Coastal Engineering and Local Mitigation Strategy

Dr. Doris Otero has over 12 years of experience in coastal engineering and floodplain management, specializing in post-disaster assessments, stormwater management, and community resilience. As a Certified Floodplain Manager and a native Spanish speaker, Dr. Otero brings a unique ability to support inclusive engagement by assisting with the creation of Spanish-translated public outreach materials.

Jamie Wilson, PE, CFM | Local Liaison and Lead for Local Mitigation Strategy

Jamie Wilson has over 7 years of experience in water resources engineering, with a focus on floodplain management, stormwater system design, and permitting. As a Certified Floodplain Manager, she has extensive expertise in flood mitigation planning, including the design and implementation of nature-based solutions to enhance resilience. Her experience in designing flood mitigation projects and ensuring regulatory compliance will support the Village of Estero in developing sustainable and adaptive flood mitigation strategies.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



3. Staff Qualifications & Experience **26**

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



18 YEARS
OF EXPERIENCE

Education

- PhD Civil Engineering, Louisiana State University
- MS Environmental Engineering, University of California, Berkeley
- BS Environmental and Civil Engineering, Florida State University

Registrations/Certifications

- Professional Engineer, Civil, Florida
- LEED-Green Associate

Special Skills

- Project Management
- Vulnerability/Risk Assessment
- Community Outreach

Highlights

- Former Broward County Asst Chief Resilience Officer
- Resilience Capital Program Administrator
- Technical Advisor, SLR
- Projection Development and >12 RCAP implementation workshops
- Southeast Florida Regional Climate Change Compact
- 15 National Association of Counties Awards for resiliency policies and initiatives

SAMANTHA DANCHUK, PE, PHD

Project Manager | APTIM

Professional Summary

Ms. Samantha Danchuk, PhD, PE, is the Program Manager for APTIM's Florida Resiliency Program. She has experience in vulnerability and risk assessments, coastal hazard modeling, strategic flood/energy resilience policy, and futureproofed infrastructure engineering serving to support environmental sustainability and redevelopment of vulnerable regions. She also has a strong reputation as a trusted source amongst regional and national climate adaptation networks and credited as the technical lead for nationally recognized policy and project case studies.

Relevant Experience

Aptim Environmental & Infrastructure, LLC, Climate and Coastal Resilience Lead; June 2021–Present

Project Manager; City of Delray Beach, Vulnerability Assessment & Adaptation Plan, Delray Beach, FL

Resilient Florida funded adaptation plan to address flooding across the city, both inland and along the intracoastal. Project included interviews to assess adaptive capacity, public outreach and staff engagement to inform adaptation strategies and plan development.

Project Manager; City of West Miami Vulnerability Assessment, West Miami, FL

Performing exposure and sensitivity analysis to assess vulnerabilities for critical assets and resources. Project was Resilient Florida grant funded and in compliance with guidance. Geospatial modeling, hazard analysis, risk calculations and mapping was included. Priority focus was given to schools, drainage infrastructure and parks.

Project Manager; Town of Waverly Stormwater Management Structure Design, Waverly, VA

APTIM was scoped to provide a remedy to repeated, nuisance flooding in the main intersection in the town of Waverly. A wet pond was proposed as the most feasible option to mitigate flooding. Dr. Ozkan was responsible from developing a stormwater model to estimate the drainage volumes that would be diverted to the wet

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

pond area. She utilized ICPR4, CatchmentSIM, and ArcGIS Pro to develop the drainage area and analyze the impacts of the designed wet pond. Designed proposed stormwater collection network and assisted in pond design.

Project Manager; Captiva Island Flood Risk Vulnerability Assessment and Adaptation Plan, Captiva, FL

Responsible for coastal hazard vulnerability assessment, GIS risk mapping, resilient capital improvement plan and community adaptation strategy. Supported presentations to officials and special committee on sea level rise. Developed materials for public education on risk and coastal processes.

Project Manager; Longboat Key Sea Level Rise Vulnerability Assessment & Adaptation Plan, Longboat Key, FL

Resilience Engineer responsible for coastal hazard vulnerability assessment, risk mapping, resilient capital improvement plan and community adaptation strategy.

Project Manager; South Florida Military Installation Resilience Review (MIRR), Vulnerability Assessment & Data Collection

Environmental, socioeconomic, and future conditions vulnerability assessment of the ability of the military to carry out its missions on Homestead Air Force Reserve Base, SOUTHCOM, Naval Surface Warfare Center and Naval Air Station Key West that could be mitigated through community investments and solutions. Interviewed focus groups of data owners including utilities, local governments, and infrastructure owners to identify vulnerabilities. Supported organization and presentations for workshops to identify critical missions, project objectives and potential projects.

Project Manager; Resilient Florida Adaptation Planning Guidebook and Performance Metrics, FL

State guidebook on adaptation planning and development of performance metrics and technical standards for projects funded by state resilience grants. Tasks included engaging stakeholders statewide to incorporate feedback on best practices, legislative compliance review and guidebook development with example methods and tasks.

**Broward County, Associate Chief Resilience Officer, March 2021–June 2021;
Assistant Director, June 2014-March 2021**

Broward County Land Use Policy for Future Conditions

Co-developer of policies for minimum tidal flood barrier/ seawall elevation, future groundwater table drainage design elevation, penny transportation projects surtax resilience criteria, adaptation action areas of regional significance and land use resilience criteria for densified redevelopment. A series of workshops were facilitated to gain consensus for policies and numerous presentations were made to Broward County Commission and Planning Council for policy approval.

Broward County Critical Infrastructure Assessment and Countywide Risk Assessment and Resilience Plan

Former Broward County Assistant Chief Resilience Officer, Resilience Capital Program Administrator. Project manager. Led initial vulnerability assessment of county assets and resources to future flood risk. Developed scope for \$3M assessment and resilience plan project with innovative analysis of multi-sector risk.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



9 YEARS
OF EXPERIENCE

Education

- PhD Civil and Environmental Engineering, University of Central Florida
- MS Civil and Environmental Engineering, University of Central Florida
- BS Civil Engineering, Middle East Technical University, Ankara, Turkey

Registrations/Certifications

- Professional Engineer, Civil, Florida
- Waterfront Edge Design Guidelines (WEDG) Associate

Highlights

- H&H Modeling
- Vulnerability/Risk Assessment
- Community Engagement
- Data Collection / Analysis
- Technical Writing
- FEMA Coastal Flooding

CIGDEM OZKEN, PE, PHD, WEDG

Resilience Engineer | APTIM

Professional Summary

Ms. Cigdem Ozkan, PhD, PE, has nine years of experience investigating innovative solutions to resiliency problems and energy demands through an environmentalist approach. She integrates nature-based solutions with engineered infrastructures to resolve complex environmental challenges. Ms. Ozkan has vast experience in vulnerability assessments, stormwater modeling, FEMA LOMR/CLOMR process, risk analysis and adaptation planning.

Relevant Experience

**Aptim Environmental & Infrastructure, LLC,
Climate and Urban Resilience Specialist; June
2023–Present**

**Resilience Engineer; Escambia County Vulnerability
Assessment**

Led a comprehensive vulnerability assessment analyzing the impacts of 20 flood scenarios on over one million assets across Escambia County, including both incorporated and unincorporated areas. Identified priority assets most at risk, developed a clear framework of asset ownership, and delineated zones requiring immediate adaptation measures. Engaged with the steering committee and facilitated public outreach meetings, incorporating stakeholder feedback to refine the assessment and ensure actionable outcomes.

**Climate and Resilience Engineer; City of West Miami
Vulnerability Assessment**

Performed exposure and sensitivity analysis to assess vulnerabilities for critical assets and resources. Project was Resilient Florida grant funded and in compliance with guidance. Geospatial modeling, hazard analysis, risk calculations and mapping were included. Priority focus was given to schools, drainage infrastructure and parks.

**H&H Modeler; Town of Waverly Stormwater Management
Structure Design, Waverly, VA**

APTIM was scoped to provide a remedy to repeated, nuisance flooding in the main intersection in the town of Waverly. A wet pond was proposed as the most feasible option to mitigate flooding. Dr. Ozkan was responsible from developing a stormwater model to estimate

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

the drainage volumes that would be diverted to the wet pond area. She utilized ICPR4, CatchmentSIM, and ArcGIS Pro to develop the drainage area and analyze the impacts of the designed wet pond. Designed proposed stormwater collection network and assisted in pond design.

Resilience Engineer; Resilient Florida Adaptation Planning Guidebook and Performance Metrics, FL

Led the efforts to update the Florida Department of Environmental Protection (FDEP) Florida Adaptation Planning Guidebook and development of Resilient Florida Planning Grant Tasks. Included coordination with the client, project management for timely deliverables, and organizing and hosting a public workshop with 300 attendees. Contributions involved creating content for the new sections of the guidebook, and updating outdated references with current resources and best practices.

Climate and Coastal Resilience Engineer; City of Delray Beach, Vulnerability Assessment & Adaptation Plan, Delray Beach, FL

Resilient Florida funded adaptation plan to address flooding across the city, both inland and along the intracoastal. Project included interviews to assess adaptive capacity, public outreach and staff engagement to inform adaptation strategies and plan development.

Climate and Coastal Resilience Engineer; Captiva Island Flood Risk Vulnerability Assessment

Contributed to final submittal phase of the Vulnerability Assessment report via providing reviews and assisting with updates. APTIM updated the sea level rise vulnerability analysis necessary for state funding eligibility and additional immediate preparatory actions to support applications for resilience and coastal infrastructure funding.

Resilience Engineer; Central Florida Military Installation Resilience Review (MIRR)

Environmental, socioeconomic, and future conditions vulnerability assessment of the ability of the military to carry out its missions at Patrick Space Force Base, Cape Canaveral Space Force Station, Naval Support Activity Orlando, and related support facilities.

Technical Climate and Resilience Expert; Longboat Key Sea Level Rise Vulnerability Assessment Adaptation Plan, FL

Conducted an updated vulnerability assessment that evaluates the impacts of sea level rise scenarios that are mandated by the amendments to Section 380.093, F.S. Implemented the findings of the updated VA into the Adaptation Plan which included adaptation strategies including engineering and construction of public works, policy, and Town ordinance changes to mitigate flooding.

Resilience Engineer; Northwest Florida Military Installation Resilience Review, FL

Identified the risks and vulnerabilities on the energy infrastructure as it relates to the ability of the military to carry out its missions on the base that could be mitigated through adaptation measures.

Technical Climate and Resilience Expert; South Florida Military Installation Resilience Reviews (MIRR), Vulnerability Assessment and Data Collection, FL

Identified the risks and vulnerabilities on the energy infrastructure as it relates to the ability of the military to carry out its missions on the base that could be mitigated through adaptation measures.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



24 YEARS
OF EXPERIENCE

Education

- MS Environmental Studies, Florida International University
- BS Environmental Studies, Stockton University

Registrations/Certifications

- Certificate of Geographic Information Systems GIS Professional (GISP)

Highlights

- Ocean/Coastal GIS in Florida
- Story Mapping

HEATHER VOLLMER, GISP

GIS Specialist | APTIM

Professional Summary

Ms. Heather Vollmer is a GIS professional with 24 years of experience in GIS data mining, engineering and maintenance, remote sensing, spatial analysis, supporting documentation and web app development. She is heavily involved in innovating the application of geospatial technologies to further advance the understanding of coastal management. Since joining APTIM in 2006, Ms. Vollmer has been charged with providing geospatial technological support to streamline and improve client projects and deliverables.

Relevant Experience

Aptim Environmental & Infrastructure, LLC, Geospatial Systems Senior Specialist I, October 2006–Present

GIS Specialist; City of West Miami Vulnerability Assessment

Ms. Vollmer is responsible for all GIS spatial analysis, data creation, maintenance, and QA/QC, supporting report documentation (figures, tables, technical write-ups).

GIS Specialist; Town of Longboat Key Sea Level Rise and Recurring Storms Adaptation Plan

Ms. Vollmer is responsible for all GIS spatial analysis, data creation, maintenance, and QA/QC, supporting report documentation (figures, tables, technical write-ups).

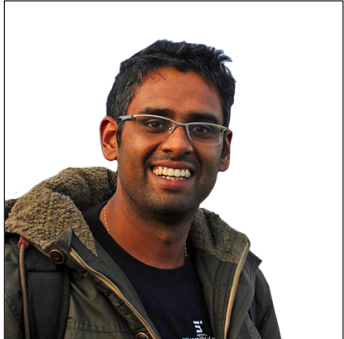
GIS Specialist; Sea Level Vulnerability Assessment, Captiva Island, FL

Collected, analyzed, and interpreted data, conceptualized adaptation strategies, and completed assessment report. Responsible for all GIS spatial analysis, data creation, maintenance, and QA/QC, supporting report documentation (figures, tables, technical write-ups).

GIS Specialist; South Florida Military Installation Resilience Review (MIRR), South Florida

Collected data for four local military installations across three counties via continuous outreach and research. Analyzed results and produced summary graphics and trends for the exposure, sensitivity, adaptive capacity, and risk analyses.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



9 YEARS
OF EXPERIENCE

Education

- PhD Coastal Engineering
University of Florida
- MS, Coastal Engineering Delft
University of Technology (TU
Delft), The Netherlands
- BS Civil Engineering
University of Moratuwa, Sri
Lanka

Highlights

- Expertise in hydrodynamic,
morphodynamic and water
quality modeling and analysis
- Expert proficiency in
numerical modeling with
XBeach, ROMS
- Expert proficiency in
programming with Python
and ArcGIS
- Proficiency in numerical
modeling with Delft3D and
SWASH

HITHAISHI HEWAGEEGANA, PHD

Numerical Modeler | APTIM

Professional Summary

Mr. Hithaishi Hewageegana, PhD is a senior numerical modeler focused on hydrodynamics and morphodynamics in nearshore environments. He has gained experience in applying advanced numerical models to solve nearshore problems. He is also a competent programmer in MATLAB, FORTRAN, and Python and skilled in ArcGIS and programming using Arcpy modules. He has worked in various coastal modeling projects from sediment transport to water quality, from idealized conditions to multiyear hindcasts, and from 1D models to hundreds of square km coastal and estuarine systems.

Relevant Experience

Aptim Environmental & Infrastructure, LLC, Senior Numerical Modeler, March 2023–Present

**Numerical Modeler; Pinellas County Sand Key Structural
Evaluation, Pinellas County, FL**

Performed littoral budget development and analyzed the sediment transport patterns in the project area to support analysis of the implementation of possible coastal structures.

**Numerical Modeler; Indian River County, Florida Modeling
Memorandum Sebastian Inlet TAC**

Performed quality control review of the IRC numerical modeling and implemented a series of modeling improvements, assisted the project manager in finalizing the deliverables to the client.

**Numerical Modeler; Terrebone Parish, LA Flood Elevation
Review**

Performing data review and flood modeling in support of the parish. Anticipated services: coastal engineering with emphasis on numerical modeling.

**Numerical Modeler; Sunset Beach Groin Evaluation Project
(ongoing), Pinellas County**

Detailed modeling of coastal hydrodynamics and morphodynamic to understand the processes and provide optimal alternatives to improve beach performance at Sunset beach.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



12 YEARS
OF EXPERIENCE

Education

- PhD, Environmental Engineering, Texas A&M University-Kingsville
- MS, Environmental Engineering, Texas A&M University-Kingsville
- BS, Environmental Engineering, Universidad Pontificia Bolivariana, Bucaramanga, Colombia

Registrations/Certifications

- Certificate Floodplain Manager

Highlights

- Coastal and Environmental
- Beach Nourishment
- Coastal Structures
- Numerical Modeling of Coastal Processes
- Inlet Management

DORIS OTERO, PHD, CFM

Coastal Engineer | APTIM

Professional Summary

Ms. Doris Otero, PhD, CFM is a Project Manager providing a variety of management and engineering services. She has managed diverse teams in coastal and beach nourishment projects throughout Florida. Her expertise includes supporting projects with FEMA PA submittals. Her recent projects have included engineering analysis, development of construction plans and specifications, project administration, construction bidding support and administration, post-construction monitoring calculations, construction observations and report preparation.

Relevant Experience

Aptim Environmental & Infrastructure, LLC, Project Manager, December 2013–Present

Coastal Engineer; City of Delray Beach, Vulnerability Assessment & Adaptation Plan, Delray Beach, FL

Assisted in assessment of City's vulnerability to future seasonal flooding and identified potential options to protect infrastructure and citizen's property. Reviewed available water level data, analyzed return periods of extreme events, and considered sea level rise guidance to determine water level projections for the City's requested 30-year and 75-year plan.

Coastal Engineer; Captiva Island Post-Hurricane Ian Assessment & Reporting, FL

Developed and prepared the storm impact assessment engineering report. The report summarized and discussed post-storm survey data and impacts from Hurricane Ian on the Captiva Island nourishment project. The data obtained from the beach profile topographic and hydrographic surveys was plotted and compared to the latest survey collected in November 2021. Shoreline and volume changes relative to the November 2021 survey were computed. The report included graphical representations of volumetric comparisons and shoreline position changes. The background erosion since the pre-storm condition was also estimated using existing survey data and separated from storm-related impacts. A cost estimate to repair the damages using the measured changes was provided. The permitted sand sources were also listed in the report.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



37 YEARS
OF EXPERIENCE

Education

- MS, Coastal and Oceanographic Engineering, University of Florida
- BCE, Civil Engineering, University of Delaware

Registrations/Certifications

- Professional Engineer, Florida
- Board Certified in Coastal Engineering by Academy of Coastal Ocean, Port, and Navigation Engineers, ASCE

Highlights

- Completed 50 coastal and marine infrastructure projects

DOUGLAS MANN, PE, BC.CE

Coastal Engineer | APTIM

Professional Summary

Mr. Mann has worked as a coastal engineer with APTIM since 1987. He is experienced in all aspects of coastal engineering including dredge and fill projects for material disposal and beach nourishment, beach and inlet engineering, coastal structure design (including breakwaters, groins, seawalls, jetties, and Permeable Adjustable Groin (PAG) design) as well as marine-related upland structures. He is experienced in Joint Coastal permitting, Environmental Resource permitting, and Florida Department of Environmental Protection (FDEP) Coastal Construction Control Line permitting.

Relevant Experience

**Aptim Environmental & Infrastructure, LLC,
Lead Coastal Engineer February 1987–Present**

**Coastal Engineer; Town of Longboat Key, FL. Initial
Assessment of Vulnerability**

Performed preliminary assessment of vulnerabilities to private and public infrastructure due to sea level rise and recurring storm events. Project manager for the data collection of stormwater infrastructure, and bulkhead elevations in critical areas of the Town.

**Coastal Engineer; City of Delray Beach, Canal Vulnerability
Assessment, Delray Beach, FL**

City-wide Intracoastal Waterway seawall and stormwater outfall inspections and assessed sea level rise for 30- and 75-year horizons. Outline capital improvements for public and private infrastructure.

**Coastal Engineer; City of West Miami Vulnerability
Assessment**

Performing exposure and sensitivity analysis to assess vulnerabilities for critical assets and resources. Project was Resilient Florida grant funded and in compliance with guidance. Geospatial modeling, hazard analysis, risk calculations and mapping was included. Priority focus was given to schools, drainage infrastructure and parks.

**Project Manager, Sanibel Island Causeway Shoreline
Stabilization Project, Lee County, FL**

Addressing the erosion on San Carlos Bay and Pine Island Sound shorelines to address the stormwater runoff from the causeway road. Addressed impacts to upland infrastructure, and shoreline recession taking into consideration adjacent seagrass habitats and recreational areas used by the public.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

AIM Engineering & Surveying, Inc.



FLOOD MITIGATION CONCEPT PROJECT DEVELOPMENT

Jamie Wilson, PE, CFM



EXPERIENCE

7 Years

OFFICE LOCATION

Fort Myers

EDUCATION

BS, Environmental Engineering,
Florida Gulf Coast University, 2018

REGISTRATIONS

Professional Engineer, FL
#94230, 2022

CERTIFICATIONS & TRAINING

- Certified Floodplain Manager, ASFP
- Qualified Stormwater Management Inspector
- Erosion Control Inspector, FDEP

AFFILIATIONS

- American Society of Civil Engineers
- Florida Engineering Society
- Association of State Floodplain Managers

PROFESSIONAL PROFILE

Ms. Wilson has over seven years of water resource engineering experience in floodplain-prone Southwest Florida, including floodplain compensation, encroachment, and impact analyses for local, state, and federal permitting. The project experience has included residential, commercial, and recreational developments in areas adjacent or encompassed within regulatory and nonregulatory floodplains as well as riverine and coastal floodplains. In addition to design, Ms. Wilson has extensive experience in the permitting requirements involved with regulatory, nonregulatory, navigable, and non-navigable floodways at local, state, and federal levels. With her expertise in floodplain management permitting and design, she pursued the ASFP Floodplain Manager Certification and received the certification in 2023.

EXPERIENCE

Caloosahatchee River & Estuary Storage & Treatment (CREST), Phase II – LA-MSID.

Project Engineer. AIM and subconsultants provided civil engineering services that included the development of preliminary concept plans, design plans, surveying, geotechnical investigation, environmental assessments, Caracara species mitigation, water management analysis, hydraulic modeling, nutrient load reduction analysis, permitting, and application / acquisition of grant funds for a 104.5(+) acre stormwater storage reservoir and water quality treatment facility in East Lee County/West Hendry County.

Captiva Adaptation Plan & Public Private Implementation Analysis – Captiva Erosion Prevention District.

Project Manager for tasks assigned as a subconsultant to APTIM. AIM was responsible for Public Private Implementation Analysis and Adaptation Plan, including opportunities for flood control, for this \$27M project. The renourishment consists of the placement of approximately 800,000 cubic yards of beach fill along 4.85 miles of shoreline and rehabilitation of existing dunes that were destroyed during Hurricane Ian in late 2022. The contract calls for fill along the entire Gulf of Mexico shoreline of Captiva Island between Redfish Pass and Blind Pass and may include the restoration of dunes and vegetation. Various funding sources have been procured, including an additional \$13.2M in grants from the Florida Department of Environmental Protection.

Powell Creek (Del Prado) Improvements project – Lee County.

Civil Project Manager. As part of this Miscellaneous Professional Services task assignment, this project involves providing surveying, civil engineering, and environmental services to restore Powell Creek to its previously permitted condition. Specific scope items include development of construction plans, traffic control plans, erosion control provisions, technical specifications, topographic survey, wetland/surface water delineations, general species surveys, and environmental permitting as needed.

Boca Grande Tennis & Pickleball Courts Renovation – Lee County.

Under a Miscellaneous Professional Services contract, AIM is providing design, permitting, survey, SUE, post-design, and construction phase services for the new construction and renovation of facilities at Wheeler Road Community Park in Boca Grande. The park now has two existing tennis courts, a restroom, chain-link fencing, and lighting. The project includes reconstructing the existing tennis courts, constructing four new pickleball courts to the south of the property, new parking, a chain-link fence, sidewalks, addition of a prefabricated shade structure, a larger restroom, and a 6'-wide concrete path along the Boca Grande Dog Park fenced area.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

AIM Engineering & Surveying, Inc.



ADAPTIVE PLAN QC REVIEW

Steve Neff, PE



EXPERIENCE
44 Years

OFFICE LOCATION
Fort Myers

EDUCATION
BS, Civil Engineering,
Purdue University, 1987

REGISTRATIONS
Professional Engineer, FL
#33205, 1983

AFFILIATIONS

- Florida Stormwater Association
- American Public Works Association

PROFESSIONAL PROFILE

Mr. Neff has spent his 44-year career dedicated to the Engineering, Construction, and Public Works sectors; having served the City of Cape Coral for more than 30 years in various roles, including City Engineer and Public Works Director. As Public Works Director, Mr. Neff led multiple divisions, including transportation planning, design/construction, survey, environmental resources, facilities, and maintenance; and was responsible for all road/drainage infrastructure, City buildings/facilities, and City fleet. As City Engineer, he supervised utility design/construction projects, which included \$100M+ capital sewer/irrigation expansion and \$10M+ in capital stormwater projects.

EXPERIENCE

Southern Lee County Flood Mitigation Plan – Lee County. Project Manager. AIM was responsible for preparing a flood mitigation plan in response to the significant flooding that took place in Lee County as part of Invest 92L and Hurricane Irma in 2017. A number of concept plans were developed to reduce/mitigate future flood potential for most of Lee County, south of the Caloosahatchee River. A 3D regional watershed model was developed for this effort, and nearly 40 concept projects were modeled to determine the benefit of the proposed concepts. AIM also provided Engineer Opinions of Probable Costs as well as a prioritization matrix for the preliminary concepts.

Comprehensive Weir Maintenance & Upgrade Action Plan – City of Cape Coral. Senior Project Engineer. AIM provided data collection, inspections, and evaluation services on 28 weirs to develop a Plan. AIM's inspection and evaluation report will help guide the City's plan over the next 20 years and provides a summary of recommended maintenance and upgrade improvement projects, and weir component condition rankings, implementation schedule, and budgetary planning cost estimates. Each weir repair, rehab, and replacement recommendation considered safety issues, flood mitigation, water storage and irrigation, water quality, operational and maintainability ease, structure and weir component conditions, budgetary costs, and other considerations. The information was added into a GIS Database to be continually updated as improvements and maintenance activities are completed.

Inland Tidal GIS Waterway Assessment – Collier County. Senior Project Engineer. AIM provided services for inspection and evaluation of designated inland tidal waterways. The evaluation focused on the ability of the waterways to convey surface water and stormwater runoff through the waterway to the final outlet, with consideration given to normal seasonal variations. The primary purpose was to create a record and documentation showing that the County does, at a minimum, inspect these waterways from a conveyance capacity perspective. The collected information is utilized to identify problem areas and can also be used as part of the County's request for federal assistance following an emergency declaration to fund post-storm clean out operations. Data was delivered in GIS format and 360-degree videos.

Post Irma Flooding Analysis – Lee County. Project Manager. AIM provided a high-level evaluation of drainage for three large watersheds immediately south of the Caloosahatchee River. The Orange River, Hickey's Creek, and Bedman Creek watersheds experienced flooding as a result of intense rainfall from Irma. AIM collected data relative to high water elevations, impediments to flow, and a high-level review of systems. A summary was provided with potential short-term relief activities and possible needs for further studies of more significant long-term beneficial projects.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

AIM Engineering & Surveying, Inc.



LOCALIZED STORMWATER MODELING
Daniel Schroeder, PE, MSE



EXPERIENCE
16 Years

OFFICE LOCATION
Fort Myers

EDUCATION
MSE, Sustainable Water Engineering,
Florida Gulf Coast University, 2021
BS, Civil Engineering, Minor
Environmental Engineering, Florida
Gulf Coast University, 2009

REGISTRATIONS
Professional Engineer, FL
#78646, 2014

CERTIFICATIONS & TRAINING

- ICPR (Stormwater Modeling)
- HEC-RAS
- ArcGIS Desktop & ArcGIS Pro
- Stormwater Management

AFFILIATIONS

- American Water Resource
Association

PROFESSIONAL PROFILE

Mr. Schroeder serves as AIM's Civil Group Manager, responsible for overseeing a team of engineers, ensuring the timely and cost-efficient completion of projects by creating and monitoring project schedules, performing regular cash flow analysis, and instituting ongoing communications between the client and contractor. He is an experienced Designer and EOR and is highly skilled in developing detailed hydraulic models of stormwater systems and performing model scenario analysis to evaluate stormwater improvements under design storm events. Additionally, Mr. Schroeder has served as an integral member of design teams tasked with final design of stormwater improvements and regulatory permitting through agencies such as FDEP, SFWMD, and the USACE.

EXPERIENCE

Comprehensive Weir Maintenance & Upgrade Action Plan – City of Cape Coral. Senior Project Engineer / Manager. AIM provided data collection, inspections, and evaluation services on 28 weirs to develop a Plan. AIM's inspection and evaluation report will help guide the City's plan over the next 20 years and provides a summary of recommended maintenance and upgrade improvement projects, and weir component condition rankings, implementation schedule, and budgetary planning cost estimates. Each weir repair, rehab, and replacement recommendation considered safety issues, flood mitigation, water storage and irrigation, water quality, operational and maintainability ease, structure and weir component conditions, budgetary costs, and other considerations. The information was added into a GIS Database to be continually updated as improvements and maintenance activities are completed.

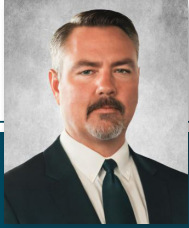
Inland Tidal GIS Waterway Assessment – Collier County. Engineering Project Manager. AIM provided services for inspection and evaluation of designated inland tidal waterways. The evaluation focused on the ability of the waterways to convey surface water and stormwater runoff through the waterway to the final outlet, with consideration given to normal seasonal variations. The primary purpose was to create a record and documentation showing that the County does, at a minimum, inspect these waterways from a conveyance capacity perspective. The collected information is utilized to identify problem areas and can also be used as part of the County's request for federal assistance following an emergency declaration to fund post-storm clean out operations. Data was delivered in GIS format and 360-degree videos.

Southern Lee County Flood Mitigation Plan – Lee County. AIM was responsible for preparation of a flood mitigation plan for Southern Lee County. As Project Engineer, Mr. Schroeder assisted with the development of a number of concept plans to reduce/mitigate the County's future flood potential south of the Caloosahatchee River. A 3D regional watershed model was developed for this effort, as well as 40 concept projects modeled, to determine the benefit of the proposed concepts. AIM also provided an Engineers Opinion of Probable Costs as well as a prioritization matrix for the preliminary concepts.

City of Cape Coral Stormwater Master Plan, Phase II – City of Cape Coral. Engineering Intern. The purpose of this project was to develop a long-term plan to address both current and anticipated stormwater management needs. AIM developed Phase II of the Master Plan that consisted of three parts: Development of a citywide computer hydraulic model of the stormwater system to analyze design storm events; Water Quality Management Plan for TMDL (Total Maximum Daily Loads) to meet both current and anticipated water quality improvement requirements; and review of the City of Cape Coral Maintenance Master Plan and practices and recommendations for potential improvements. In all, a total of 12 conceptual project designs were submitted to the City.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

AIM Engineering & Surveying, Inc.



DATA COLLECTION & GIS

John Wagenhoffer, EI



EXPERIENCE
3 Years

OFFICE LOCATION
Fort Myers

EDUCATION
BS, Civil Engineering, Florida
Gulf Coast University, 2021

REGISTRATIONS
Engineer Intern, FL
#1100024969

CERTIFICATIONS & TRAINING

- HEC-RAS, HEC-HMS, & ICP4
- AutoCad
- AutoCad Civil 3D
- Surveying
- MATLAB

AFFILIATIONS

- American Society of Civil Engineers
- Phi Theta Kappa Honor Society

PROFESSIONAL PROFILE

Mr. Wagenhoffer has experience coordinating all stages of the design process, from initial planning and preliminary design schematics to final construction as-built data merging with existing owner GIS layers. For this project, he will aid in streamlining GIS database management and mapping efforts. He is proficient in ArcGIS Desktop, as well as ArcGIS Pro and ESRI mobile data collecting and management applications. On similar projects, collecting field data and linking with geo-referenced photographs allowed for reduced confusion where features were condensed. The provision of proactive GIS attribute layers allowed for efficient management of the proposed utility features, such as including information on date of infrastructure installation, design life expectancy, and required maintenance intervals. As LCU will require the proposed utility feature to be integrated with their existing GIS database, a firm that demonstrates experience coordinating with the County's GIS staff is a beneficial expertise, even during the planning process.

EXPERIENCE

Comprehensive Weir Maintenance & Upgrade Action Plan – City of Cape Coral. Engineering Intern. AIM provided data collection, inspections, and evaluation services on 28 weirs to develop a Plan. AIM's inspection and evaluation report will help guide the City's plan over the next 20 years and provides a summary of recommended maintenance and upgrade improvement projects, and weir component condition rankings, implementation schedule, and budgetary planning cost estimates. Each weir repair, rehab, and replacement recommendation considered safety issues, flood mitigation, water storage and irrigation, water quality, operational and maintainability ease, structure and weir component conditions, budgetary costs, and other considerations. The information was added into a GIS Database to be continually updated as improvements and maintenance activities are completed.

Inland Tidal GIS Waterway Assessment – Collier County. Engineering Intern. AIM provided services for inspection and evaluation of designated inland tidal waterways. The evaluation focused on the ability of the waterways to convey surface water and stormwater runoff through the waterway to the final outlet, with consideration given to normal seasonal variations. The primary purpose was to create a record and documentation showing that the County does, at a minimum, inspect these waterways from a conveyance capacity perspective. The collected information is utilized to identify problem areas and can also be used as part of the County's request for federal assistance following an emergency declaration to fund post-storm clean out operations. Data was delivered in GIS format and 360-degree videos.

Miscellaneous Professional Services Contract (2020-27) – Village of Estero. Engineering Intern on STA 1 of this contract, providing GIS and CAD mapping exhibits to aid in the recommendation development for erosion remedy.

- **STA 1. Park Place Erosion Analysis.** AIM provided professional engineering services for review of existing conditions, analysis for erosion issues, provided recommendations for remediation for erosion issues near a drainage easement, and also provided survey services that included boundary and topographic data collection.

Yellow Fever Creek Restoration – Lee County Natural Resources. Engineering Intern. This project involved hydrologic and water quality modeling and preparing plans and specifications for the restoration of the upper reaches of the Yellow Fever Creek Watershed. The project included a stormwater pumping system, wetland hydro-period restoration, control structures, water quality enhancements, and rehydration of a creek system, as well as aerial photography and photogrammetry, survey, engineering, planning and design, construction services, permitting, and coordination with government agencies.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Marcelo E. Lago, PhD, GISP, CFM.

Senior Scientist / Hydrologist



Vice-President

Office: 813-333-2802

Mobile: 305-562-6815

marcelo@lago-consulting.com



LAGO

4921 Westshore Blvd.

Tampa, FL 33611

www.lago-consulting.com

Dr. Lago has over 20 years of experience in numerical modeling, having the last 16 years dedicated to developing and apply integrated models to solve complex water management and contaminant transport problems in and out of Florida. Prior to his current role as Vice-President of Lago Consulting & Services, Dr. Lago served as a Senior Water Resources Scientist at DHI-US dedicated to providing 2D/3D integrated H&H modeling projects for evaluation and protection of water resources and support environmental assessments. Dr. Lago coded an integrated modeling program from scratch to support research for the Everglades National Park. As a modeling expert, he provides software support to other modelers, teach modeling courses, develop and calibrate models in multiple platforms, and conduct multiple external model reviews. He developed the methodology required to apply particle tracking in MIKE SHE platform and contributed to several improvements to the software. Dr. Lago main skills include programing in C#, VB, MATLAB, and Python; water flow and species and sediments transport modeling; eutrophication modeling; storm water management; ecosystem restoration; estuaries modeling; groundwater management studies; water quality modeling; 2D and 3D H&H Modeling and coastal modeling. Modeling software skills of Dr. Lago include MIKE 11, MIKE SHE, MIKE21, ECOLab, MODFLOW, MODHMS, GIS-ArcMap, HEC-RAS, HEC-HMS, EPA-SWMM, XP-SWMM, ICPR, and RiverFlow2D.

Education

Ph.D., Marine Physics, University of Miami,
Miami, FL., 2009

Registrations

GIS Professional # 91763.
Certified Floodplain Manager (CFM)
US-17-09601.
Professional Hydrologist (PH) # 23H05019

Computer and Modeling Skills

MIKE SHE/MIKE11, MIKE21,
ECOLab, MODFLOW, MODHMS,
GWV, EPA-SWMM, XP-SWMM,
ICPR, HEC-RAS, HEC-HMS,
RiverFlow2D, GIS, ArcHydro,
Spatial and 3D Analyst,
C#, VB, MatLab, and
Python Programming

Years of experience

11 out of 30+ years of experience with the
current firm (Lago Consulting & Services)

Selected Project Experience

MIKE SHE Modeling Support and Review
(SFWMD, subconsultant to Tetrattech, 2023-2024)
Conducting MIKE SHE modeling support to the
SFWMD in various projects in Collier and Lee Counties,
FL.

MIKE SHE Modeling Support (WSA, 2022) MIKE
SHE modeling support to WSA in various modeling
projects in Lee County, FL.

South Lee County Watershed Initiative Hydrological
Modeling Project (Coastal and Heartland National
Estuary Partnership (CHNEP), 2021) Identify
opportunities to restore natural hydrology that include
restoring wetland water levels and hydroperiods. A
new MIKE SHE/MIKE 11 model was built around South
Lee County areas by using the information from other
models for the area. Calibration and sensitivity tests to
different parameters were conducted.

Lee County Model Review (Lee County, 2019)
Performing the peer-review of the existing conditions
and scenario MIKE SHE models developed as part of
the Lee County Flood Mitigation Plan.

(RFP) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Marcelo E. Lago, PhD, GISP, CFM.
Senior Scientist / Hydrologist



MIKE SHE/MIKE11 and EcoLab Support and Training (for FIU, 2016-2019) Providing modeling support and training to FIU researchers and students.

Hidden Cypress-Edison Farms Preserves Restoration Project (for Lee County, 2018-2019) Updating some features in the MIKE SHE model for South Lee County and conducting a model recalibration.

South Lee County Model Update (for Village of Estero, 2017) Updates and the recalibration the South Lee County MIKE SHE model.

Modeling Services for Surface and Groundwater Management (for Collier County, 2015-2016) Performing/ overseeing the update and recalibration of the existing MIKE SHE/ MIKE11 model for Collier County, the development of high-resolution, telescoped models for 10 public water supply wellfields, and applying them to complete a surface water and groundwater vulnerability assessment for each of the potable water supply wellfields.

BCB Real-Time Hydrologic Monitoring-Modeling Services (for SFWMD, 2015) Performing/ overseeing a comprehensive model upgrade and recalibration of the MIKE SHE model for the BCB area.

Seepage Modeling of the C-51 Reservoir (SFWMD, subconsultant to Terracon, 2024) Using high-resolution MODFLOW modeling to estimate groundwater heads around the C-51 Reservoir Pump under construction and to support the geotechnical work.

Sabal Ridge Wetland Restoration Evaluation (USDA, NRCS, sub-consultant to The Trust for Tomorrow, 2023-2024) Using ICPR4 to evaluate potential benefits and offsite impacts of the proposed restoration of the easement located in Hendry County, FL.

O'Neal Wetland Restoration Evaluation (USDA, NRCS, sub-consultant to The Trust for Tomorrow, 2023-2024) Using ICPR4 to evaluate potential benefits and offsite impacts of the proposed restoration of the easement located in Highlands County, FL.

LOMR Applications (Mattamy Homes, 2024) H&H modeling in ICPR to support LOMR applications to FEMA for the Volanti and Twin Creeks Developments in Pasco County, FL.

No-rise Certification (private clients, 2024) Using HEC-RAS and ICPR modeling to support No-rise Certification applications in Lee and Pasco Counties.

Atlas 15 (NOAA, subconsultant to IBSS, 2023-2024) Evaluating methods for nonstationary precipitation-frequency estimations for continental US and other territories.

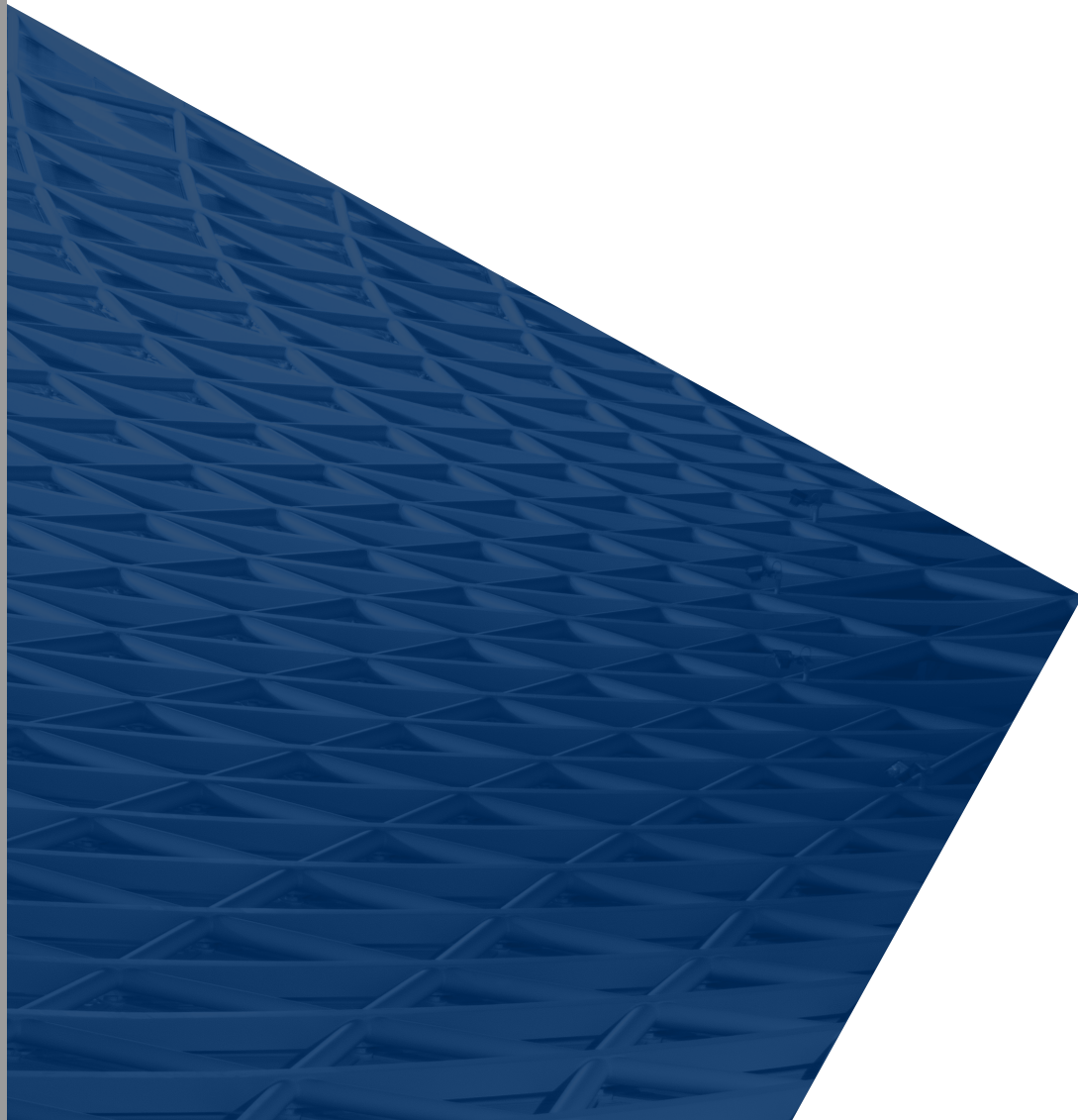
ABC Flaghole Enhancement (USDA, NRCS, sub-consultant to The Trust for Tomorrow, 2022-2024) Using ICPR4 to better model the easement area, propose enhancements in the restoration plan, and evaluate potential offsite impacts. An application for exemption was completed with the SFWMD.

Pre-design Study (Collier County, 2022) Conducting a pre-design study to identify and evaluate the feasibility of potential stormwater management improvements by using ICPR4 modeling, as well as conversion of domestic septic systems, roadway improvements, and restoration of historic flowways in a residential area along Lake Park Blvd and Auto Ranch Road in East Naples, FL.

ABC Flaghole Wetland Reserve Program Modeling Review (USDA, NRCS, sub-consultant to The Trust for Tomorrow, 2022) Evaluating that the original WRP model of the ABC Flaghole easement in Hendry County, FL was correctly designed to accurately represent the hydrologic-hydraulic and wetland characteristics of the area.

Local Project Evaluation (Hillsborough County, 2020) Propose and evaluate a stormwater management local improvement project at W 124th Ave in Hillsborough County. Updating and refining the watershed SWMM5 model for Curiosity Creek that contain the project area. Verify to reproduce the stage and flow hydrographs recorded during Hurricane Irma. Evaluate the performance of over a dozen flood mitigation scenarios for this project.

SECTION 4. PROJECT APPROACH



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

4: Project Approach

The APTIM Team has reviewed and understands the tasks and goals outlined in the RFP. Our approach will capitalize on the knowledge and experience of our project team and will assimilate background information and framework provided by the Village's documents and research. We have the capability to execute the responsibilities and are experienced in each of the tasks and deliverables.

Informed by our team's expertise in modeling, vulnerability assessment, local mitigation strategy, and adaptation planning projects, we anticipate minimal challenges. Our goal is to create advanced tools and methodologies for analyzing vulnerability and resilience indicators. We understand the development of the Final Vulnerability Assessment Report represents a critical mission for the Village to reduce community vulnerability through preparedness and risk mitigation. APTIM will propel the Village's resilience mission forward by ensuring all scope tasks are completed to support the state's interest in withstanding future events and minimizing unavoidable impacts.

As the prime contractor, APTIM will manage all aspects of the project, including task coordination, quality control, and communication with the Village. Task leads defined in the organizational chart will oversee specific areas of work, with subconsultants providing specialized support as needed. APTIM will integrate deliverables from all team members to produce cohesive, high-quality

final reports, ensuring efficient management and timely completion of all project tasks.

Together, our diverse team of coastal and water resources engineers, numerical modelers, planners, and scientific experts has successfully designed, obtained permits, managed construction, and monitored numerous significant projects related to flood mitigation, coastal management, transportation, remediation and energy in the State of Florida.

An Understanding of the Village's Composition and Priorities | Village of Estero, located in Lee County, Florida, spans approximately 25 square miles and is home to a population of approximately 38,000 residents. Governed by a seven-member Village Council under the established Village Charter, the Village operates as a Florida municipal corporation with day-to-day operations managed by a Village Manager. APTIM recognizes the Village's priorities in preserving its environmental resources, enhancing resilience against natural hazards, and fostering inclusive community engagement to meet the diverse needs of its residents, including vulnerable populations and non-English-speaking groups.

This project represents a unique opportunity to assess flood vulnerabilities in the area through detailed stormwater modeling, simulating the proposed mitigation strategies and aiding in the prioritization of those strategies and adaptation planning.

We developed our approach based on:

- 1) An experienced and well-integrated project team that embeds staff from our team members directly into our organization.
- 2) A responsive organizational structure with clearly defined lines of authority.
- 3) Proven project management procedures to enhance safety, quality, cost, schedule effectiveness, and coordination with stakeholders.
- 4) Experienced project management staff that has direct work experience associated with the scope of the contract.
- 5) Structured resource management processes to oversee workload fluctuations, maximize resource efficiencies, and control costs.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

PROPOSED APPROACH & METHODOLOGY

Following sections detail our team’s approach to each task, ensuring implementation of best practices, and timely and on-budget deliverables. The overall project process, including all major tasks are outlined in (Figure 4-1).

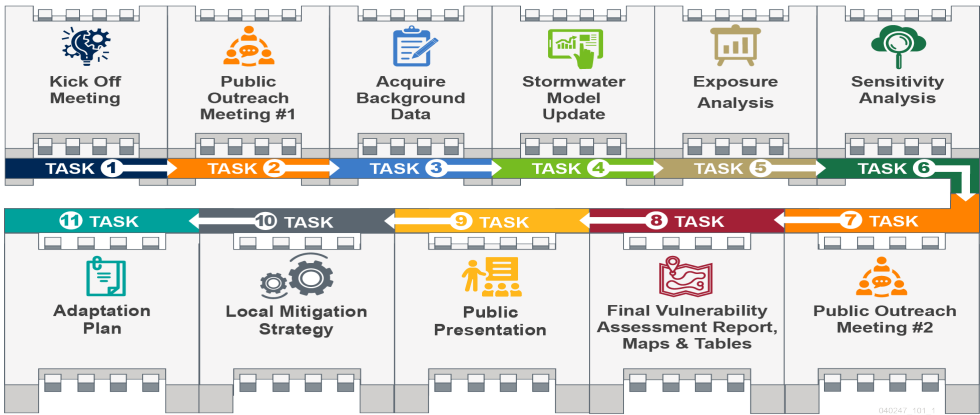


Figure 4-1 Project Process Overview

TASK 1: KICKOFF MEETING

In partnership with the Village Project Team, APTIM will prepare a Project Management Plan (PMP) that will be maintained throughout the project. From the Project Kick-Off to the completion of all project tasks, project management and administration will be engrained in every task, process, and deliverable. By establishing a structured meeting framework, the team can work cohesively towards achieving project goals. **The Project Management Plan will serve to realize project goals, deliverables, and reporting requirements,** and will communicate a shared understanding of scope of work, format of deliverables, and timeline for project benchmarks.

This Plan will also establish communication protocols, meeting schedules, a stakeholder engagement plan, any presentations from the kick-off meeting; a brief summary report from the kick-off meeting including attendees and meeting outcomes; any memorandum; and any technical documentation, design and process standards, as well as track and delineate project management activities and reporting to assist the Village with Florida Department of Environmental Protection (FDEP) and CDBG-DR Grant reporting submission requirements and deadlines.

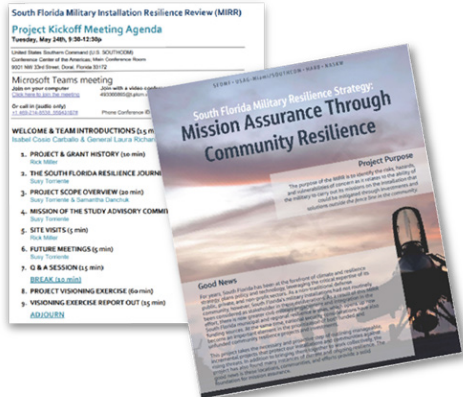


Figure 4-2 Kick-Off Meeting and Example Project Management Materials from South Florida Military Resilience Review (MIRR)

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

The APTIM Team will host internal coordination meetings between the project team and Village staff as necessary at key milestones throughout the project.

Prior to the meeting, APTIM will prepare all necessary materials, including a draft project schedule, sign-in sheet, and other supporting documentation, ensuring a smooth and productive session (**Figure 4-2**). Our team will also review any relevant prior studies, such as the **Village of Estero Stormwater Master Plan**, and **Lee County Joint Local Mitigation Strategy**, to incorporate valuable data into our analysis and align our efforts with the region's broader climate resilience goals. **Deliverables for this phase will include a Meeting agenda; Meeting sign-in sheets; a copy of the presentation(s), project schedule, and any materials created for distribution at the meeting; and Kick-off meeting minutes.**

From the Project Kick-Off to the completion of all project tasks, project management will be engrained in every plan, process, and deliverable. APTIM's project management approach is designed to drive success by delivering high-quality results, on time and within budget, ensuring client satisfaction at every stage. With a proven track record of completing complex projects efficiently, APTIM combines meticulous project administration, proactive communication, and rigorous quality assurance and control (QA/QC) processes to exceed client expectations. Our project management team facilitates seamless coordination and collaboration between all stakeholders, conducting regular review meetings to maintain alignment and transparency. **Through weekly monitoring of progress, budget, and work quality, APTIM will swiftly address any challenges, ensuring projects remain on schedule and within financial parameters.** This disciplined approach has consistently led to timely, budget-conscious project completions, resulting in highly satisfied clients who value our commitment to excellence and reliability.

Task 2: Public Outreach Meeting #1

The APTIM Team will conduct at least **two public outreach meetings during the project**. APTIM understands the critical role that meaningful local input plays throughout the vulnerability assessment process and encourages participation by community members. The public outreach efforts will be led by APTIM Team members, who will facilitate and coordinate key community partnerships, prepare, and distribute all invitations, materials, presentations, and graphics utilized during the meeting, as applicable.

The first public outreach meeting is to allow the public to provide input on the project and help prioritize areas of concern and critical assets. APTIM will initiate

stakeholder engagement by consulting with community members, local experts, and relevant organizations to integrate diverse perspectives and expert advice. Our team will position and strategize the meeting with the goal of gaining insight regarding community goals and priorities, preferred methodologies, recommended data, guiding factors to consider, and critical assets important to the community.

Public Outreach Strategy

APTIM is adept at building marketing strategies that have an undeniable impact on expanding reach, generating interest, increasing community ownership, and enhancing stakeholder loyalty. We meet people where they are and open several channels of input collection. This proactive approach ensures that the project aligns with local needs and expectations from the outset.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Deliverables for this task will include: Meeting agendas and sign-in sheets with attendee names and affiliation, a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting, a copy of the file or weblink of the video or audio recording from the meeting and a summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

APTIM will obtain the critical and regionally significant asset inventory from the Village of Estero and Lee County GIS system and utilize the FDEP Statewide Critical Assets Dataset. APTIM has vast experience with complying with data requirements as defined in Florida Statutes 380.093, which focuses on three major data types- **critical and regionally significant assets, topographic data, and flood scenario-related data**. Before APTIM begins the exposure analysis, our team will assure data has been acquired for all necessary assets and key facilities within the Village.

APTIM will coordinate with the Village team to ensure completeness of the asset inventory as part of the Public Outreach meetings. The Critical Asset Inventory will be reviewed to ensure all required asset types are accounted for. The data will include but not be limited to:

- Transportation assets and evacuation routes
- Roadway/Transportation Network data – sourced from USGS The National Map transportation layer, U.S. Department of Homeland Security Homeland Infrastructure Foundation-Level Data, OpenStreetMap, Florida Department of Transportation (FDOT) Open Data Hub, NavTeq/HERE roads database
- Critical infrastructure
- Critical community and emergency facilities
- Natural, cultural, and historic resources
- Parcels and building footprints - sourced from Microsoft/Esri, Google, locally sourced county and municipality property appraiser data
- Flood Elevation Certificates - sourced from FDEM Elevation Certificates, locally sourced county and municipality data

APTIM will also search for and review Village-specific geospatial data publicly available online, will query for reference documents related to hazards and ongoing efforts within the Village and finally will search for new items of interest found in data sources already collected. Village data and information regarding each of the assets' location, ownership, and condition will support further classification of the asset inventory and relevant adaptation action based on determined vulnerabilities. **Building elevation certifications will be collected for structures located within the special flood hazard areas** to better inform elevation

Building Data Sets

In APTIM's experience with conducting vulnerability assessments, comprehensive data sets of utility infrastructure do not always exist. As a result, asset mapping involves meeting with utility owners to locate existing networks and generate new data sets which capture the intricacies and interdependencies of utilities and local infrastructure. While baseline principal data is often available and can suffice for state compliance purposes, this supplemental step of meeting with the data owners and professionals allows the APTIM team to ground truth data and build real-time datasets to assure we have captured the entirety of the local infrastructure picture.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

adjustments and more accurately determine flood depth predictions.

When data is not available online, the APTIM Team will request geospatial information and shapefiles from the Village to support the development of the asset inventory.

Data gap analyses will be performed iteratively, and subsequent stakeholder outreach will be conducted to address outstanding needs, as needed. During data collection and asset inventory creation, the APTIM Team will meet with stakeholders and private utility representatives and data owners to request data files, documents, and commentary on items necessary for the vulnerability assessment or relevant to the project scope.

(Figure 4-3) depicts a recent meeting with local data owners and stakeholders for the South Florida Military Resilience Review Project with the same intention. Data request examples (online review will precede request) include GIS shapefiles or coordinates of facilities/assets and critical facilities, plans, and Village goals related to key infrastructure and networks. Interviews will also provide stakeholders with the ability to identify additional stakeholders that represent different segments of the population and represent, own, and maintain various infrastructure sectors.

APTIM will utilize the first public outreach meeting to identify stakeholders and community influencers, align with their existing engagement platforms, and prioritize their near-term priorities that may align with the project. The data collected will be consistent with project scope requirements and state guidance for vulnerability assessments and will be inclusive of the best available public data. As data is collected, it will be tracked via spreadsheet and deposited into the Project Resources Archive or Geodatabase. Based on the regional asset inventory developed for the project and information collected from stakeholders, the critical assets and threats and hazards of concern to be included in the vulnerability assessment will be determined.

Topographic Data: The Stormwater Master Plan completed in 2018 used the 2007 LiDAR based DEM. However, our team located a more recent topographic data source from the LiDAR flown in 2018. The APTIM Team will evaluate the use of the 2018 LiDAR-based DEM for this project. The APTIM Team will review the online list of elevation certificates provided by the Village's Building Department and will request certificates from Florida Division of Emergency Management (FDEM) as needed.

Flood Scenario–Related Data: APTIM will collect all relevant flood scenario-related data, leveraging sources identified by the Standardized Vulnerability Assessment: Scope of Work Guidance to ensure that the vulnerability assessment is grounded in the most accurate and relevant information available. This task involves six distinct subcomponents—precipitation data, groundwater level data, tidal datums and tidal flooding, sea level rise projections, storm surge, and droughts—each critical to understanding the flood risks and climate impacts facing the Village.



Figure 4-3 Ms. Samantha Danchuk, PhD, PE, Meeting with Data Owners and Stakeholders from South Florida Military Resilience Review (MIRR)

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

- **Precipitation Data:** APTIM will begin by reviewing rainfall frequency data from various key sources, including the NOAA Atlas 14, National Weather Service (NWS), South Florida Water Management District (SFWMD) daily rainfall report, and any local rainfall gauge information. The goal is to determine the appropriate design rainfall for the rain-induced model, focusing on return periods to ensure infrastructure designs are resilient to current and future rainfall patterns. To evaluate future precipitation changes, APTIM will conduct an in-depth analysis of a downscaled General Circulation Model (GCM) dataset for the St. Lucie County area and utilize SFWMD change factors for future-casting. This dataset provides daily rainfall projections from 1950-2100 at a 6-kilometer grid resolution, helping us understand how heat indicators and precipitation patterns may evolve under different climate scenarios across planning time frames.
- **Groundwater Level Data:** Groundwater conditions play a significant role in the infiltration and seepage rates and therefore flood vulnerability. APTIM Team will gather potentiometric surface maps from publicly available sources such as FDEP and USGS. Additionally, APTIM will engage with the SFWMD to obtain geotechnical reports from existing SFWMD Environmental Resource Permits, and data related to the hydro stratigraphic units within the Village, ensuring a detailed understanding of the groundwater dynamics influencing flood risks. Reports of nearby projects will also be utilized. By analyzing approximately three reports per watershed, our team will accurately determine groundwater elevations across the Village.
- **Tidal Datums and Tidal Flooding:** APTIM will utilize tidal data from multiple sources, including NOAA Tides and Currents website, NOAA Digital Coast SLR viewer, and Florida Flood Hub. The closest NOAA Tide Gauges, Naples and Fort Myers stations will be the main source of tidal data. By determining the linear relationships of stage and timing, APTIM will establish the appropriate Mean Sea Level (MSL), Mean Low Low Water (MLLW), and Mean High High Water (MHHW) for existing conditions in the Village. This tidal data will form the foundation for understanding the impact of tidal flooding and how future sea level rise could exacerbate these conditions.
- **Sea Level Rise** analysis tools from the NOAA Sea Level Rise Viewer (Figure 4-4) and Florida Department of Transportation (FDOT) and others have documented impacts in the study areas. These existing peer-reviewed modeling result datasets will be used for the vulnerability assessment by extracting projected water levels from the two nearest stations, Naples and Fort Myers. For vulnerability assessments initiated after July 1, 2024,



Figure 4-4 3-feet of Sea Level Rise Extent in Village of Estero (Data Source: NOAA Sea Level Rise Viewer). Estero River is tidally influenced and may let sea level rise impacts reach inland up to S Tamiami Trail (US 41) and residential areas such as Villages at County Creek

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

F.S. 380.093 requires the use of the 2022 NOAA intermediate-low and intermediate sea level rise scenarios or the statewide sea level rise projections developed, at a minimum. For the Village's vulnerability assessment, APTIM will assess the 2050 and 2080 intermediate-low and intermediate sea level rise scenarios along with the previously required 2017 projections of 2040 and 2070 intermediate-low and intermediate-high scenarios, if requested by the Village. A preliminary sea level rise impact assessment reveals that the **Estero River is tidally influenced** and may allow **sea level rise impacts reaching inland as far as S. Tamiami Trail (US 41) and residential areas, including the Villages at Country Creek.**

- **Storm Surge** inundation model results will be obtained from the FEMA's flood depth grids and water surface elevation grids and USACE South Atlantic Coastal Study, and NOAA Sea, Lake, and Overland Surges from Hurricanes (SLOSH) Model National Storm Surge Risk Maps. APTIM will determine whether river areas are included using the 1% Annual Chance Stillwater Elevation Map. Our team will assess 2020 Effective FEMA Flood Insurance Maps (FIRMs) and review the Flood Insurance Study (FIS) in depth. **We will ensure that the storm surge data reflects worst-case scenarios equal to or exceeding the 100-year return period (1% annual chance) flood event**
- **Compound Flooding** occurs when tidal influences, storm surge, and rainfall-induced runoff combine, amplifying flood impacts. Advanced modeling tools like MIKE SHE, StormWise, and Delft3D will be used to simulate these interactions, creating current and future compound flooding scenarios by integrating tidal data, storm surge peaks, precipitation patterns in combination with the sea level rise scenarios.

The modeling employed for flood scenario-related data may include the following:

- **SLOSH (Sea, Lake & Overland Surge from Hurricanes) Model** | Computerized numerical model developed by the National Weather Service (NWS) to estimate storm surge heights resulting from historical, hypothetical, or predicted hurricanes by considering the atmospheric pressure, size, forward speed, and track data.
- **ADCIRC + SWAN Model** | Physics-based numerical model used by the National Oceanic and Atmospheric Association to quantify the impacts of sea level rise scenarios on ecosystem and infrastructure vulnerability. Modeling applied to the NOAA Office for Coastal Management Sea Level Rise Viewer.
- **MIKE SHE/MIKE 11** | An integrated hydrologic and hydraulic modeling tool designed to simulate surface water and groundwater interactions, enabling detailed analyses of watershed dynamics and flood scenarios. APTIM Team will leverage this advanced model to generate precise flood scenario layers by integrating hydrologic data, rainfall inputs, and tidal influences, providing actionable insights for flood risk assessment and stormwater management planning.
- **SFINCS (Super-Fast INundation of Coasts) Model** | Compound flooding model will be applied as practicable. SFINCS is a cutting-edge numerical model capable of rapidly simulating 2D compound flooding. In emergency situations such as pre- and post-hurricanes, speed is of the essence, and APTIM uses SFINCS to obtain fast and adequately accurate results. It also allows our team to complete our modeling efforts by a fraction of the time it takes to run conventional models.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

- **StormWise (formerly known as ICPR) Stormwater Model** | APTIM team has Hydrologic and Hydraulic (H&H) Modeling experts and is uniquely experienced in StormWise and stormwater modeling. Our team uses StormWise for comprehensive flood vulnerability assessments. By harnessing StormWise's advanced H&H modeling capabilities, we propose to accurately assess flood vulnerability in the Village. Through the simulation of surface runoff using surface terrain data, standard rainfall distributions and historical rainfall patterns, StormWise provides valuable insights into flood-prone areas and potential vulnerabilities. The model's outputs, including stage-area values within defined basins, will enable us to visualize inundation extent and water levels, informing decision-making for flood mitigation strategies and urban planning. Our proposed vulnerability assessment will leverage StormWise capabilities to enhance flood exposure analysis in the Village.
- **Delft3D Model** | Provides a robust framework for simulating hydrodynamics, morphodynamics, and water quality in coastal and estuarine systems. This allows us to accurately assess the vulnerability of these environments to various hazards. Delft3D offers a high level of flexibility, which helps to customize the model to suit specific study requirements and incorporate local data and boundary conditions. This flexibility enhances the accuracy and relevance of vulnerability assessments, leading to more informed decision-making. Additionally, the model's ability to simulate long-term scenarios allows for the evaluation of potential impacts and adaptation strategies over extended timeframes. APTIM has capability to run this model if desired as a separate scope of work.
- **Droughts and Extreme Heat** | In addition to flood-related data, APTIM will assess the impact of extreme heat and droughts, which may exacerbate infrastructure stress and human health risks. Using sources like NASA EarthData, NOAA National Integrated Drought Information System (NIDIS) Drought Risk Atlas and the Localized Constructed Analogs (LOCA) dataset, our team will analyze daily temperature projections from 1950-2100 for the Village area. These datasets will be used to evaluate how the frequency and duration of extreme heat events may evolve under different climate scenarios and cause droughts. Understanding these trends is crucial for designing adaptive strategies that protect both public health and infrastructure.

Deliverables for this task include: Technical report to outline the data compiled and findings of the gap analysis, a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S., and Elevation Certificates for structures that do not have one on file with the Village.

Task 4: Stormwater Model Update

The APTIM Team will update the Village of Estero's stormwater model, originally developed in the 2018 Stormwater Master Plan, to assess existing conditions and identify deficiencies in conveyance and flooding. This comprehensive update will incorporate the latest GIS data, land-use changes, and potential external development impacts, ensuring the model accurately reflects current and future conditions. APTIM's calibrated model will serve as a

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

critical tool for evaluating the performance of existing drainage systems, understanding risks to the floodplain, and assessing impacts on water quality and natural areas. **The resulting analyses will inform basin-specific stormwater strategies, including retrofitting older developments and planning for long-duration storm events.**

To ensure thoroughness, the updated stormwater model will evaluate impacts from developments outside the Village's boundaries that contribute surface water discharge into its watersheds. The model will be professionally calibrated and linked to a GIS database, providing actionable insights and data for future planning efforts. Below, the APTIM Team outlines its approach to completing the key components of Task 4:

4.1 GIS Mapping

The Stormwater Master Plan completed in 2018 produced GIS files and maps of major water management basins and major tributaries, flow-ways, creeks, and roadside conveyances (Figure 4-5). APTIM will assess existing on-site and off-site drainage conditions by reviewing previously permitted projects in the area, re-delineating drainage basins in GIS environment, and performing site surveys to assess existing cross drains and observing ponding after mild to severe storm events to prepare and deliver updated GIS mapping of the Village's major water management basins, tributaries, flow-ways, creeks, and roadside conveyances. This mapping will form the foundation of the updated model, enabling a clear visualization of the hydrologic and hydraulic systems across the Village.



Figure 4-5 Main streams with major in-line structures. Adopted from the 2018 Stormwater Master Plan

4.2 Calibrated Model Development

APTIM will create a calibrated model that characterizes the performance of existing drainage systems, including piped and open-channel conveyance, infiltration, storage, natural drainage systems, and stormwater facilities. The Stormwater Master Plan completed in 2018 produced a local StormWise (formerly known as ICPR) model for the project area. This model will be updated by using information collected during this project in Task 3. The updated model will be recalibrated to better match observation station data and high-water marks in the project area.

The calibrated StormWise model will use observation station data available to impose upstream boundary conditions. However, the use of the recalibrated StormWise model for scenario evaluations during long-term and design storm simulations would require extracting upstream boundary conditions from a regional model of the area.

The 2018 Stormwater Master Plan used the Density Reduction Groundwater Resource (DRGR) MIKE SHE regional model, developed by Danish Hydraulic Institute (DHI) in 2009, to extract the upstream boundary conditions. Since then, improved versions of that model have been produced, such as the one developed for the **South Lee County Watershed Initiative (SLCWI) Project in 2021 (Figure 4-6)**. Consequently,

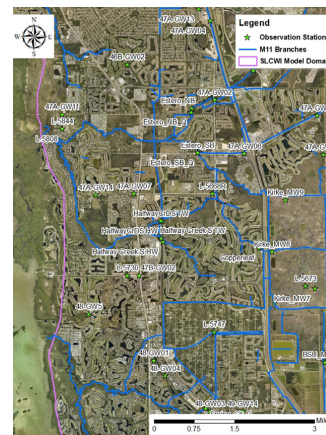


Figure 4-6 Observation stations near the Village of Estero used to calibrate the regional SLCWI MIKE SHE Model. (Adopted from the calibration report)

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

one of the more recent MIKE SHE regional models will be considered for extracting upstream boundary conditions for the StormWise modeling efforts. Once the regional model version is selected, its performance around the project area will be verified, and the model setup will be improved as needed.

The improved regional model will then be executed using similar conditions (such as rainfall, tidal stages, etc.) during the same simulation period as the local StormWise model to extract stage and flow hydrographs, which will serve as boundary conditions.

The improved local StormWise model will be used in producing the basin planning strategy.

4.3 Performance Characterization

The local StormWise model developed for this project will be used to conduct multi-year simulations and design storm simulations. The model can evaluate water quality impacts and impacts on natural areas for long-term and low-return-period design storm simulations (e.g., 2-year or 5-year). Conversely, 10-, 25-, and 100-year design storm simulations can be utilized to assess flooding risks and the level of adverse impacts on the floodplain.

The design storm modeling can consider not only the return period of the rainfall storm but also the storm surge peak applied at the tidal boundary. This methodology has been applied by the South Florida Water Management District (SFWMD) in recent modeling projects, such as the example provided in Parsons, 2017: Flood Protection Level of Service for Big Cypress Basin (Figure 4-7).

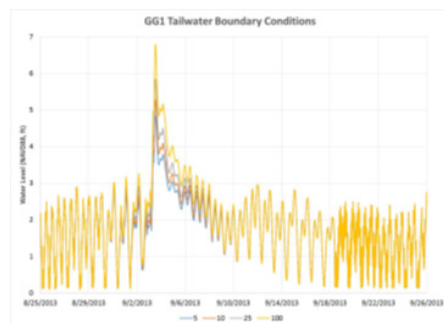


Figure 4-7 Tidal boundary condition for different return periods of storm surge. (Adopted from Parsons, 2017)

The calibrated model will evaluate the current and future performance of the stormwater system. Analyses will include flooding risks, impacts to the floodplain, water quality, and effects on natural areas, ensuring a holistic understanding of system performance under various scenarios.

4.4 Future Conditions and Build-Out Analysis

The model will assess changes in system performance under full basin build-out conditions, incorporating future developments both within and outside the Village's boundaries. This analysis will evaluate long-duration storm events and recommend strategies for managing runoff, including retrofitting older developments and implementing new stormwater systems.

The existing-conditions StormWise model developed for this project will be converted to a future-condition baseline model by considering a full basin build out scenario. **This future-condition baseline model will allow to test the implementation of additional strategies for managing runoff, including location, types, and sizes of new systems to make recommendations to retrofit existing older developments.** The analysis of future/build-out conditions will include development projects located outside the Village boundary that will contribute surface water discharge into the major tributaries located within the Village boundary. For this purpose, a future-condition baseline MIKE SHE model (similar to the one developed for the SLCWI project) will also be developed.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

4.5 Documentation of Stormwater Modeling Approach

APTIM will document the stormwater modeling approach, detailing the model selection process, data sources, assumptions, and methodologies used. This documentation will ensure transparency and provide the Village with a comprehensive understanding of the modeling process. **The following model files will be delivered to the Village as part of Task 4:**

- Updated and recalibrated local StormWise model for existing conditions
- Updated regional MIKE SHE model for existing conditions
- Future-condition baseline (i.e., build-out) local StormWise model
- Future-condition baseline (i.e., build-out) regional MIKE SHE model
- Future-condition local StormWise model with proposed improvement projects

For the models above, simulations will be performed in the following five conditions:

- Historic conditions for a multiyear period that include Hurricanes Irma and Ian
- Sea level rise scenario (e.g., intermediate emission scenario for year 2050 according to NOAA) for the same multiyear period
- Design storm simulations that include 2-, 5-, 10-, 25-, 100-year return period rainfall peaks
- Design storm simulations that include storm surge peaks for the given return period in addition to rainfall peaks
- Design storm simulations that include sea level rise in addition to storm surge and rainfall peaks

Task 5: Exposure Analysis

APTIM will perform an exposure analysis to identify the depth of water caused by each flood scenario. The exposure analysis will involve an initial view of the spatial extent of the various water level elevations for the designated flood scenarios. The water elevations will be mapped in relation to local tidal datums and incremental variations between scenarios will be evident. Overlaying the flood hazard scenarios onto the local landscape of the Village allows for a visual representation of the magnitude and percentage of the Village that will be impacted by flooding and pinpoints the locations where this flooding will occur. This step allows for a first cut at understanding the Village's vulnerability. Moreover, overlaid with critical asset data, specific infrastructure can be flagged as "exposed" to various flood related scenarios. APTIM will generate exposure maps that reflect the latest flood risks posed by both tidal changes and projected sea-level rise, ensuring a more accurate and comprehensive understanding of the Village's vulnerabilities. Additionally, APTIM will produce maps from the rainfall-induced flooding model developed in the hydrologic and hydraulic modeling task. These maps will provide crucial insights into the areas most prone to flooding due to extreme precipitation events, offering a detailed view of potential flood impacts across multiple scenarios.

Wind Impact & Energy Infrastructure Vulnerability

The exposure analysis will incorporate wind ratings based on building codes and structure age, as identified by the Lee County Property Appraiser, to assess vulnerabilities. Additionally, APTIM will evaluate potential impacts on electrical supply system facilities to provide a comprehensive understanding of exposure risks.

APTIM offers a comprehensive and proven framework for assessing vulnerabilities in energy infrastructure.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

The exposure maps will include a wide range of critical layers, such as topographical data, hydric environments, and various Village infrastructure categories, including utilities, stormwater systems, transportation networks, and emergency management resources. Future land use and zoning maps will also be updated to provide a clearer picture of how future development could be impacted by flooding and sea-level rise. Furthermore, APTIM will integrate FEMA's National Flood Hazard Layer (NFHL) and the Social Vulnerability Index to highlight areas of heightened risk for vulnerable populations.

APTIM will utilize the flood layers produced in Task 4 by comparing:

- existing- and future-condition models to evaluate the impact of the built-out conditions
- future-condition model with and without improvement projects to evaluate the impact of the proposed projects
- models with and without sea level rise to evaluate the impact of the sea level rise
- models with and without storm surge peaks to evaluate the impact of the storm surge

All scenarios and standards used for the exposure analysis will be pursuant to Florida Statutes 380.093. The flood scenarios that will be used to evaluate assets will include current and future storm surge flooding, sea level rise, rainfall-induced flooding, tidal flooding, and compound flooding. The data processing, assessment methodology, and modeling procedures, involved in the Exposure Analysis will be detailed in a first Draft Vulnerability Assessment Report. The report will possess finalized exposure maps and tables and all GIS files and related metadata will adhere to the Resilient Florida Program's GIS Data Standards.

	Storm surge poses an urgent threat to the Village due to its coastal location. Figure 4-8 illustrates the Category 2 Storm surge exposure, with surge depths reaching up to 17 feet around the wetlands, and 8 feet at the residential areas such as West Bay Club. The exposure analysis will focus on displaying the incremental inundation of categories and the change in asset exposure, if any, as the storm surge elevations increase.						
	Sea level rise estimates will integrate data from the Fort Myers and Naples tide gauges and include the 2050 and 2080 intermediate-low and intermediate sea level rise scenarios (2022 NOAA projections) per recent updates to the F.S. 380.093. Projections will be considered relative to Mean High High Water (MHHW) and elevations include: <table><tr><th>NOAA 2022 Projections (2050 horizon)</th><th>NOAA 2022 Projections (2080 horizon)</th></tr><tr><td>• Intermediate Low: 0.98 ft</td><td>• Intermediate Low: 1.64 ft</td></tr><tr><td>• Intermediate High: 1.12 ft</td><td>• Intermediate High: 2.33 ft</td></tr></table>	NOAA 2022 Projections (2050 horizon)	NOAA 2022 Projections (2080 horizon)	• Intermediate Low: 0.98 ft	• Intermediate Low: 1.64 ft	• Intermediate High: 1.12 ft	• Intermediate High: 2.33 ft
NOAA 2022 Projections (2050 horizon)	NOAA 2022 Projections (2080 horizon)						
• Intermediate Low: 0.98 ft	• Intermediate Low: 1.64 ft						
• Intermediate High: 1.12 ft	• Intermediate High: 2.33 ft						

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

	The precipitation depth corresponding to the 100-year event is 12.2 inches in a 24-hour period per NOAA Atlas 14 Point Precipitation Frequency Estimates. SFWMD change factors will be applied to this precipitation data as discussed in Task 3. The flood layer produced during Task 4 will be utilized for the rainfall-induced flooding exposure analysis.
	Tidal flooding elevations will be determined from NOAA's Tides and Currents website, using Assess Flood Risks Tool, and through the review of historical high tide events and trends at appropriate gauges using NOAA's Tides & Currents website. Additionally, resultant flood layers of Task 4 will be utilized to assess tidal flooding exposure and flood depths.

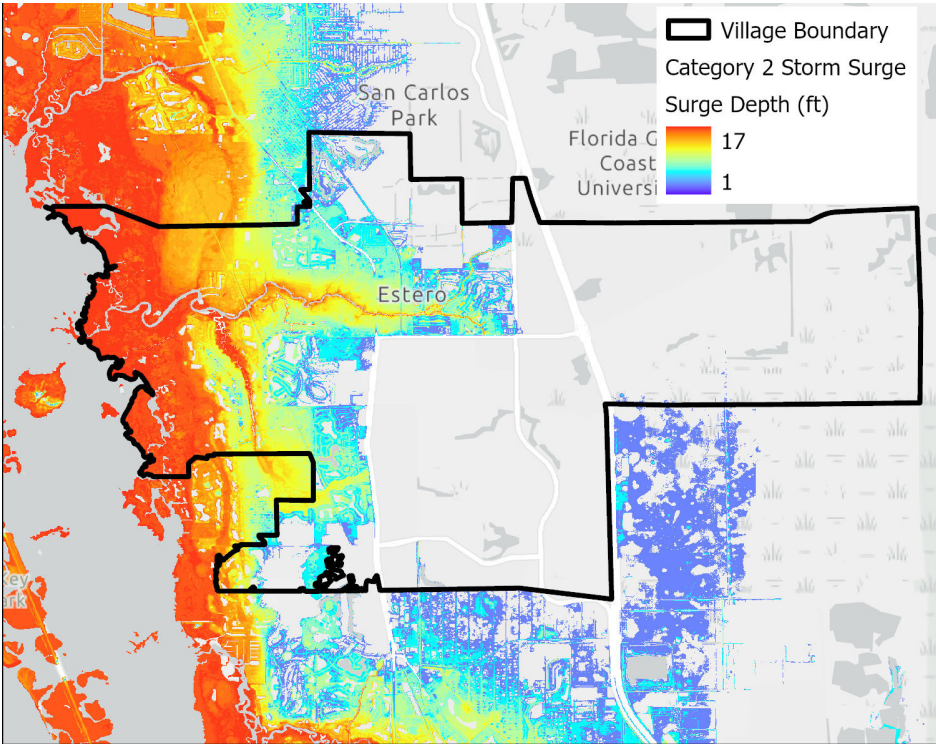


Figure 4-8 Category 2 Storm Surge Exposure Map for Village of Estero

An example of an exposure map from one of APTIM's deliverables is depicted in (Figure 4-9). APTIM has ample experience working with the Resilient Florida Program and is confident in its ability to continue to deliver compliant geodatabases and vulnerability assessment reports.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025



Figure 4-9 Sea Level Rise and Tidal Flooding Exposure Map Example from the South Florida Military Installation Review (MIRR).

Task 6: Sensitivity Analysis

APTIM will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in Task 3: Acquire Background Data.

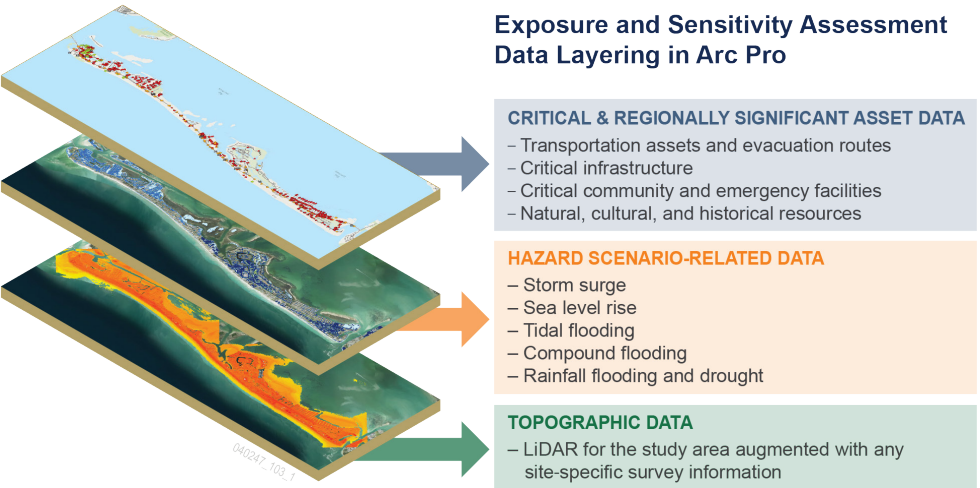


Figure 4-10 Exposure and Sensitivity Assessment Data Layering in Arc Pro Installation Review (MIRR).

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

The sensitivity analysis will determine inundation depths for each critical asset under each flood scenario, through the examination of water levels in relation to asset elevations determined via local LiDAR and site-specific survey information where available. **Figure 4-10** portrays the general Arc Pro process of the spatial layering of data files involved in the sensitivity analysis. Flood depths vary across scenarios and timeframes ranging from a **depth of less than 1 foot (nuisance flooding)**, and a **depth of 1-2.5 ft. (disturbance)**, to a **depth greater than 2.5 ft. (impact)**, with greater depths corresponding to increasing impacts. Severities of impact will help inform the subsequent risk matrix.

The sensitivity of all critical assets will be assessed per flood scenario. APTIM will focus on assets within the Village, while also reviewing the county assets outside of the Village boundary that are critical and interdependent to the Village's functionality, accessibility, and function. In addition to evaluating the **impact of flood severity by each individual asset**, the sensitivity analysis will also evaluate the impact of flood severity **by asset class at each flood scenario**.

Risk Analysis

The risk analysis will utilize the results of the sensitivity analysis to determine the probability of flooding for each scenario and the potential consequences.

The risk analysis will be three-fold and will produce the following for each flood scenario:

- A risk score per individual asset
- Number and percentage of critical assets affected (by asset type)
- Percentages of land area inundated

On a grander scale, the risk assessment will also assign **risk levels based on percentages of land area inundated by neighborhood and number and percentage of critical assets affected (by asset type) for each flood scenario**. As mentioned previously, asset classes include transportation assets and evacuation routes, critical infrastructure, critical community and emergency facilities, and natural, cultural, and historical resources.

Low, medium, and high-risk percentages for critical asset types can be determined based on basic asset exposure (% impacted to any depth) or on determined flood depth tipping points and impact to emergency services. An example of risk criteria for asset types per scenario is as follows:

Low Risk. Percent of assets (per type) that experience very temporary flooding less than 1 ft. and no impact to emergency services.

Medium Risk. Percent of assets (per type) that experience short term flooding 1-2.5 ft. and minimal impact to emergency services.

Risk Matrices

APTIM has experience in developing weighted indices to quantify risk dependent upon likelihood of occurrence (probability of exposure occurring in a given year) and severity of impact (level of sensitivity). Determined inundation depths and flood scenarios will be utilized to generate a for each individual asset to help compare vulnerabilities and prioritize risks. In compliance with Florida Statutes 380.093, the sensitivity and risk analysis will include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

High Risk. Percent of assets (per type) that experience remaining flooding greater than 2.5 ft. and emergency services are completely isolated.

An **Updated Draft Vulnerability Assessment Report** will be generated to provide details of the findings of the exposure and sensitivity analyses, and visually present the data via maps and tables based on the statutory-required scenarios and standards. APTIM will provide an **initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area for immediate need and will identify which flood scenario(s) impacts each asset.** For each asset, the report will specify the flood scenarios under which it is impacted, whether by storm surge, sea level rise, or extreme rainfall, offering a comprehensive view of the vulnerabilities for planning and mitigation efforts.

Task 7: Public Outreach Meeting #2

The purpose of the second meeting is to gather community input on the results of the exposure and sensitivity analyses, as well as the draft vulnerability assessment, and to revisit methodologies and assumptions used in the analysis for potential refinement (Figure 4-11). Additionally, during this meeting, the APTIM Team will conduct exercises to encourage the public to **prioritize focus areas of flooding**, and the critical assets in preparation for the development of adaptation strategies and project development. Our team will present the results of the exposure and sensitivity analyses, illustrating the projected impacts of flood scenarios on vulnerable areas and assets as well as the draft VA report. APTIM will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting.

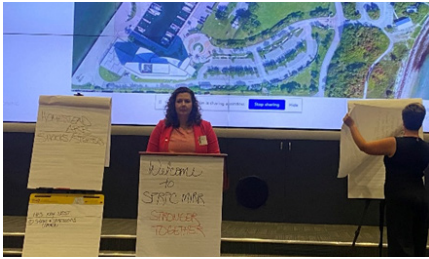


Figure 4-11 Ms. Samantha Danchuk, PhD, PE, South Florida Military Resilience Review (MIRR) Outreach



Figure 4-12 Example Spanish Public Outreach Meeting Invites

APTIM will ensure that this meeting effectively engages the diverse community of the Village of Estero by utilizing inclusive approaches such as **small workshops across different parts of the Village, online surveys, and Spanish-translated materials, complemented by the creation of social media posts**, public announcements, graphics, and video invitations in both English and Spanish to maximize accessibility and participation. **Figure 4-12** showcases a Spanish-translated public outreach meeting invitation used by our team for the City of West Miami VA project, which successfully enhanced public meeting participation.

This session aims to garner feedback and will be designed for active community participation regarding the refinement of assessment methodologies. The meeting will achieve the following goals:

- Provide a foundation of vulnerability concepts and detail their importance within planning
- Ensure residents understand the Village's vulnerability assessment process, status, and goals

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

- Engage residents and gather input from the community on their experiences with weather events
- Stimulate discussions to gather suggestions, observations, and feedback from residents, and incorporate this input into the assessment
- Build trust and cooperation between community members and the Village

This participatory session ensures the integration of local knowledge into the analysis process. Attendees will engage in exercises to prioritize focus areas for flooding and identify critical assets. Criteria, such as the potential impact on vulnerable populations, critical operations, and community services will guide discussions. An example of an interactive activity that our team can coordinate with the goal of enhancing community involvement and gather valuable qualitative insights is a **mapping exercise (Figure 4-13)**.

This activity involves creating large-scale flood maps, marked with the at-risk critical assets identified from the assessment, for community members to add sticky notes and push pins. The **goal is to capture residents' experiences, observations of risk, and to identify additional key community assets or problem areas** that may not have surfaced through the technical modeling alone. This **interactive session allows residents to contribute directly to refining methodologies and assumptions used in the analysis, ground-truth results based on lived experiences, and contextualize at-risk assets to pinpoint focus areas**. This type of activity contributes to the authenticity and local focus of the process.



Figure 4-13 APTIM's interactive mapping exercise at public outreach meetings

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

The APTIM Team commits to delivering a comprehensive final report, meeting the stringent requirements outlined in s. 380.093, F.S. APTIM will deliver a comprehensive Final Vulnerability Assessment compiling all results from the exposure and sensitivity analyses, along with a **detailed summary of identified risks and focus areas**. This report will provide a **prioritized list of critical and regionally significant assets impacted by flooding and sea-level rise**. For each asset, APTIM will specify the flood scenarios under which it is at risk, including projections for different storm events and sea-level rise scenarios. This ensures that the Village has a clear understanding of its vulnerabilities and the areas that require the most immediate attention.

As part of the deliverable, APTIM will submit the VA Compliance Checklist Certification, in accordance with the FDEP standards, ensuring that all statutory requirements are met. The report will also include preliminary climate adaptation strategies, providing a foundation for future resilience efforts. These strategies will focus on mitigating risks to the most vulnerable assets and areas, addressing both short-term and long-term climate impacts.

In addition to the report, APTIM will provide all electronic mapping data used to illustrate the flooding and sea-level rise impacts, formatted to be compatible with the FDEP's mapping tool. This data, which will be incorporated into the appropriate Florida State Plan Coordinate System, includes detailed Geographic Information System (GIS) data and metadata following FDEP-prescribed standards. The final VA report will present these findings with clear illustrations via maps and tables, adhering to the statutory scenarios and standards set forth in Section 380.093, F.S. By providing this comprehensive assessment, APTIM will equip the

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Village with the tools necessary for effective decision-making and future climate adaptation planning.

In general, the report will summarize all results from the kick-off and acquiring of background data, and exposure and sensitivity analyses, as well as provide a concise summary of identified risks and critical assets.

For example, if a critical transportation route is at risk due to sea-level rise, the report will outline the level of risk, potential consequences and urgency of addressing this vulnerability. Maps and tables will account for all critical assets and flood scenarios and will visually and quantitatively display the degree of flooding that will occur when assets are overlaid with various water elevation levels.

The report will include a matrix of risk by hazard and sector/system, a detailed assessment of the most significant hazards identified and the hot spots of facility/ infrastructure vulnerabilities. GIS files and associated metadata, and raw data sources will also adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I). An example snapshot of the Captiva Erosion Prevention District's final deliverable is depicted in (Figure 4-14).

The report will also incorporate key priority adaptation strategy recommendations and details on implementation for each focus area. Our team also recognizes that Resilient Florida Grants require compliance with the Peril of Flood Legislation. The Peril of Flood statute requires that the comprehensive growth management plan be amended to reflect the steps and goals that the Village is taking. The project manager has assisted several governments in the region with this process.

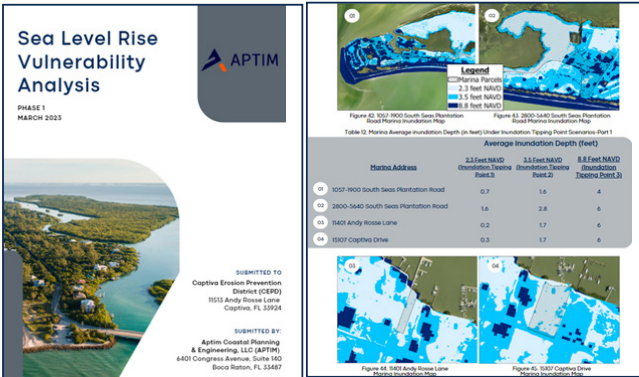


Figure 4-14 Example of the Captiva Erosion Prevention District Sea Level Rise Vulnerability Final Report

380.093, F.S. & CDBG-DR Compliance

The APTIM Team has experience in complying with CDBG-DR grant criteria and legislative rules for the Resilient Florida Grant Program. We have completed vulnerability assessments in compliance with state guidance in seven coastal counties Manatee, Sarasota, Lee, Broward, Miami-Dade, Escambia, and Monroe County at municipal and county scales. APTIM has a proven methodology for assessments and associated community and stakeholder engagement that delivers comprehensive and impactful results. Our deliverables to FDEP have been compliant with all guidance and requirements and our team is accustomed to the reporting, documentation, and submission process. This quantity of relevant experience is unmatched and allows the team to hit the ground running.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Results of the vulnerability assessment and key priority adaptation strategy recommendations will also be presented in an ArcGIS StoryMap for better visualization. Our team of GIS experts has developed several StoryMaps for our clients in the past and had success communicating the results to communities in a clear way.

Deliverable: Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutorily required scenarios and standards in Section 380.093, F.S.; a final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

Task 9: Public Presentation

APTIM will deliver a comprehensive public presentation to the Estero Village Council, Village advisory committees, and the broader community to share the final results of the Vulnerability Assessment. This presentation will provide a clear overview of the Village's critical assets, current and future risks, and the findings from the assessment, fostering an informed understanding among stakeholders (Figure 4-15). APTIM's goal is to not only convey the results but also engage the community in identifying mitigation strategies to address the identified vulnerabilities. To support this effort, APTIM will prepare all necessary materials, including meeting invitations, social media notifications, presentations, graphics, and other resources to maximize outreach and participation.



Figure 4-15 APTIM has vast experience in delivering public presentations

During the presentation, APTIM will encourage open dialogue to ensure attendees have the opportunity to provide valuable input. The meeting will include a detailed review of future risks and will highlight opportunities for proactive community involvement in shaping the Village's resilience strategy. APTIM will document the event thoroughly, including preparing meeting agendas, sign-in sheets with attendee affiliations, copies of presentations and distributed materials, and a summary report capturing attendee feedback and meeting outcomes. This comprehensive approach will ensure that the public presentation serves as a cornerstone for community engagement and actionable planning for Estero's future resilience.

Deliverable: Meeting agenda indicating location, date, and time of the meeting and meeting minutes, meeting sign-in sheets, copies of meeting materials, a summary report including attendee input and meeting outcomes.

Task 10: Local Mitigation Strategy

The results of the Village of Estero Vulnerability Assessment will be used to update the Lee County Joint Local Mitigation Strategy (LMS), as required by the Florida Division of Emergency Management (FDEM). The APTIM team will work collaboratively with the Local

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is fully aligned with the existing LMS and is integrated into the planning process for future updates. This approach will ensure compliance with FDEM requirements while enhancing regional hazard mitigation efforts.

Alignment with Existing LMS Framework

The APTIM Team will work with the LMSWG to incorporate the findings and recommendations of the Vulnerability Assessment into key sections of the LMS. This will include:

- **Hazard Identification and Risk Assessment (HIRA):** Data from the Vulnerability Assessment, including storm surge models, rainfall flooding scenarios, sea-level rise projections, and critical asset vulnerabilities, will be aligned with the current risk assessment framework in the LMS. These findings will refine the county's hazard profiles and ensure Estero-specific vulnerabilities are addressed.
- **Mitigation Core Capabilities and Strategies:** The Vulnerability Assessment will inform strategies for reducing long-term vulnerabilities, such as retrofitting infrastructure, enhancing zoning measures, and protecting natural ecosystems. These strategies will be incorporated into the LMS to improve resilience across Lee County.

Updating the Joint LMS with Vulnerability Assessment Findings

The APTIM Team will collaborate with the LMSWG to ensure the Vulnerability Assessment Report is integrated into the next five-year update of the Joint LMS. This will involve:

- **Incorporating as a Reference:** The Vulnerability Assessment Report will be included as a reference document for the next iteration of the LMS, ensuring that Estero-specific findings inform countywide mitigation strategies.
- **Adding as an Appendix:** The report will be formally included as an appendix to the LMS, providing a detailed account of Estero's vulnerabilities, critical assets, and recommended mitigation strategies. The appendix will also include GIS data layers, metadata, and comprehensive maps to support regional planning efforts.

Engaging in the LMS Planning Process

The APTIM Team will ensure that the entities involved in preparing the Vulnerability Assessment are engaged with the LMSWG through the following actions:

- Adding the relevant entities to the LMSWG contact list to ensure ongoing communication
- Facilitating participation in LMSWG meetings and planning processes for future updates
- Supporting involvement in the adoption process of the updated LMS Plan
- Assisting in the submission of Estero-specific projects to the LMSWG for inclusion on the LMS Prioritized Project List

Certification and Reporting

To formalize the integration of the Vulnerability Assessment into the LMS, the APTIM Team will provide a letter to the Village of Estero and the FDEM Mitigation Bureau Planning Unit. This letter will be signed by the LMSWG Chair or designee and will confirm the following:

- The Vulnerability Assessment Report has been incorporated as a reference for the next LMS update
- The report has been added as an appendix to the next iteration of the LMS Plan
- The entities involved in composing the report are actively engaged in the LMSWG processes, ensuring continued alignment and participation

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Supporting LMS Prioritization and Project Inclusion

The APTIM team will work with the LMSWG to ensure that Estero-specific mitigation projects identified in the Vulnerability Assessment are submitted for inclusion in the LMS Prioritized Project List. These projects will be evaluated based on sensitivity analyses and aligned with the LMS's project ranking criteria, positioning them for future funding opportunities, such as those provided by FEMA's Hazard Mitigation Assistance programs.

Ongoing Collaboration and Monitoring

The APTIM team will ensure that the Vulnerability Assessment findings are revisited and reassessed during the next five-year update cycle of the LMS. This will involve continued engagement with the LMSWG, monitoring changes in vulnerabilities, and updating strategies as needed to maintain alignment with regional hazard mitigation goals.

By following this approach, the APTIM team will ensure that the Village of Estero Vulnerability Assessment is effectively integrated into the Lee County Joint Local Mitigation Strategy, enhancing both local and regional resilience while fulfilling FDEM requirements. This integration will provide a robust framework for ongoing hazard mitigation planning and project prioritization.

Task 11: Adaptation Plan

APTIM will prepare an Adaptation Plan, consistent with the Florida Adaptation Planning Guidebook (Exhibit B), to respond to the findings of the stormwater model update and Vulnerability Assessment. The Adaptation Plan will assess all vulnerabilities and impacts that are likely to affect the Village, develop goals and actions to best minimize these impacts, and establish a process to implement those actions. **The Adaptation Plan will include: Assessment of adaptive capacities; Prioritization of adaptation needs based on the vulnerabilities identified in the Vulnerability Assessment; Identification of adaptation strategies to address the vulnerabilities identified in the Vulnerability Assessment; and a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.**

APTIM will prepare an Adaptation Plan tailored to the specific needs of the Village of Estero, adhering to the framework outlined in the Florida Adaptation Planning Guidebook and building upon the findings of the Vulnerability Assessment and the stormwater model update. The Adaptation Plan will provide a structured, actionable strategy to address the vulnerabilities and risks identified, ensuring compliance with Section 380.093(2), F.S., and supporting the Village's efforts to enhance resilience and secure future funding opportunities.

Assessment of Adaptive Capacity

To determine Estero's readiness to respond to current and future climate challenges, APTIM will assess adaptive capacities across physical, social, environmental, and institutional domains. Adaptive capacity may be defined as the **ability for an asset or system to adapt or adjust to changing conditions or threats to avoid service disruption or system failure**. In the adaptive capacity assessment, data collected on emergency response facilities will be used in conjunction with findings from the impact analysis to assess the community's capacity to respond in times of need. An example of an approach used in APTIM's Military Installation Resilience Review (MIRR) project for the Naval Air Station Key West to assess its adaptive capacity is shown in (Figure 4-16). To quantify and depict one aspect of local government

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

adaptive capacity geographically, maps for each installation were created that show emergency response facilities as icons with critical surrounding roads that could have more than 2 ft of flood depth.

When flood depths exceed 2 ft, emergency response times and operations are typically impeded, so maps help to identify the critical assets that lack the capacity to respond and adapt during a hazard event.

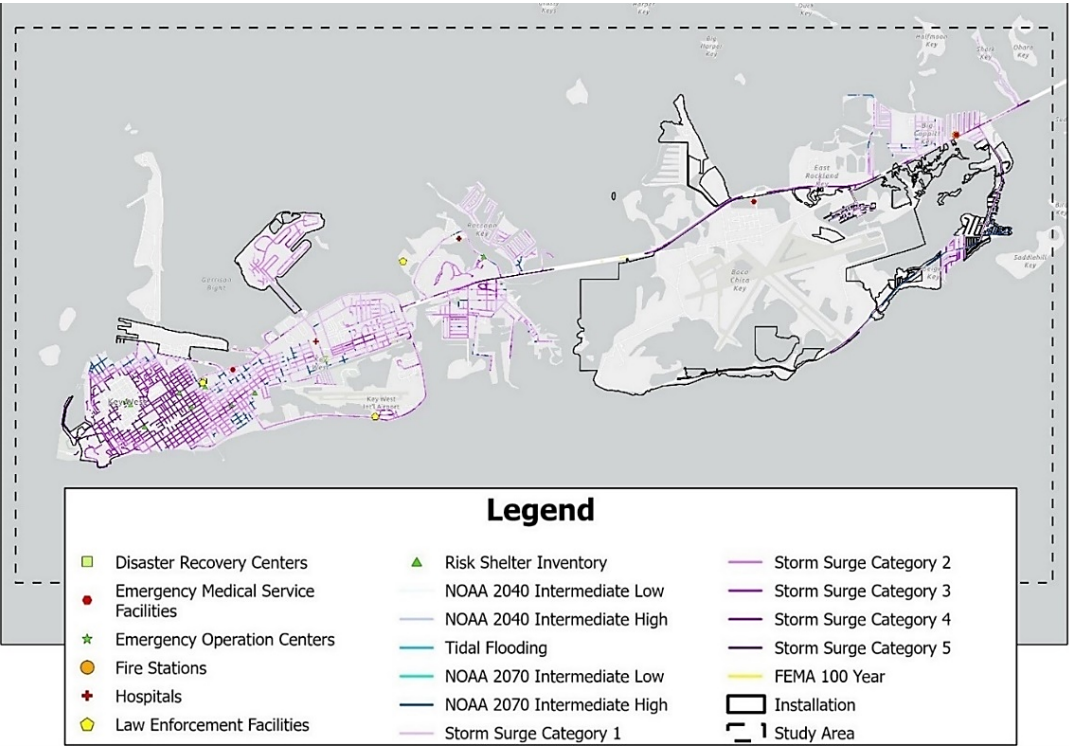


Figure 4-16 Adaptive Capacity Map Example from the South Florida Military Installation Resilience Review (MIRR)

Adaptive Capacity assessment will evaluate:

- **Critical Infrastructure Resilience:** A detailed review of Estero's stormwater systems, transportation networks, and public facilities to assess their ability to withstand and recover from extreme weather events.
- **Community Readiness:** Analysis of demographic data, social vulnerabilities, and access to resources, identifying areas where public outreach, education, or policy adjustments could bolster preparedness.
- **Ecosystem Services:** An evaluation of the health and functionality of wetlands, mangroves, and other natural buffers that protect against flooding and erosion. These systems will be assessed for their role in reducing vulnerabilities while supporting biodiversity. This assessment will establish a baseline for adaptive capacity and provide targeted insights to inform the selection of strategies and projects.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Prioritization of Adaptation Needs

Using the Vulnerability Assessment as a foundation, APTIM will work with the Village to prioritize adaptation needs based on the level of risk, community importance, and feasibility of implementation. This process will include:

- **Risk Scoring Implementation:** Risk scores determined in the Vulnerability Assessment will be utilized to rank adaptation needs, incorporating factors such as exposure, sensitivity, and adaptive capacity. Critical assets most at risk, such as stormwater infrastructure and key roadways, will receive priority.
- **Stakeholder Input:** APTIM will facilitate discussions with Village staff, residents, and other stakeholders to ensure the prioritization reflects local needs and values.
- **Decision-Support Tools:** A prioritization matrix will guide resource allocation and project phasing, ensuring the most pressing vulnerabilities are addressed first.

This approach ensures transparency and alignment with Estero's long-term resilience objectives while balancing immediate needs and available resources.

Identification of Adaptation Strategies

APTIM will identify and evaluate a comprehensive suite of adaptation strategies tailored to Estero's unique context. These strategies will include:

- **Structural Solutions:** Improvements to stormwater management systems, elevation of critical facilities, and construction of barriers to protect key infrastructure.
- **Nature-Based Solutions:** Initiatives such as wetland restoration, creation of living shorelines, and mangrove planting to enhance natural resilience.
- **Policy and Regulatory Measures:** Updates to zoning codes, comprehensive plans, and building regulations to integrate resilience into future development.

Each strategy will be assessed for effectiveness, cost, co-benefits, and potential funding opportunities, ensuring practicality and alignment with state and federal standards.

Feasibility Analysis

The adaptation plan will include a robust feasibility component, encompassing a comprehensive **funding analysis and implementation strategy analysis**. Adaptation strategies will be evaluated based on previous analyses, existing data and coordination with the Village. Costs of adaptation strategies will be estimated based on libraries developed as part of the U.S. Army Corps of Engineers South Atlantic Coastal Study or recent project costs.

Development of Prioritized Project List

In compliance with Section 380.093(2), F.S., APTIM will develop a detailed list of prioritized projects for each asset class, including:

- Stormwater and wastewater infrastructure.
- Transportation networks.
- Critical facilities (e.g., healthcare, emergency response).
- Natural and cultural resources.

Each project will be accompanied by a description of the scope and objectives, estimated costs and funding sources, implementation timelines, and results of the feasibility assessments. This list will serve as a roadmap for the Village's investment and grant-seeking activities.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Implementation Process

The implementation strategy will incorporate a pragmatic roadmap, outlining clear milestones and timelines for the successful execution of the proposed projects. Recognizing the pivotal role of policy in facilitating effective adaptation measures, the plan will include a set of comprehensive policy recommendations. The optimized sequencing of measures and anticipated funding sources will be clearly outlined in the plan. Moreover, this process will address:

- **Roles and Responsibilities:** Identifying stakeholders and agencies responsible for implementation.
- **Funding Strategies:** Outlining available funding programs such as the Resilient Florida Grant Program, FEMA Hazard Mitigation Assistance, and other state and federal resources.
- **Monitoring and Evaluation:** Establishing performance metrics and timelines for periodic review to ensure adaptation measures remain effective over time.

APTIM is committed to delivering an Adaptation Plan that not only complies with statutory requirements but also reflects the Village of Estero's specific needs and priorities. By leveraging our expertise in resilience planning and stakeholder engagement, we will provide the Village with a clear, actionable strategy for reducing vulnerabilities, enhancing community resilience, and securing funding for critical adaptation initiatives. This plan will position Estero as a leader in proactive climate adaptation and sustainable growth.

Community Development Block Grant Disaster Recovery (CDBG-DR) Compliance

APTIM is fully committed to adhering to all CDBG-DR compliance provisions outlined in the Subrecipient Agreement. APTIM recognizes the critical role of comprehensive planning in guiding redevelopment and recovery, ensuring alignment with federal regulations while supporting the Village of Estero's resilience goals.

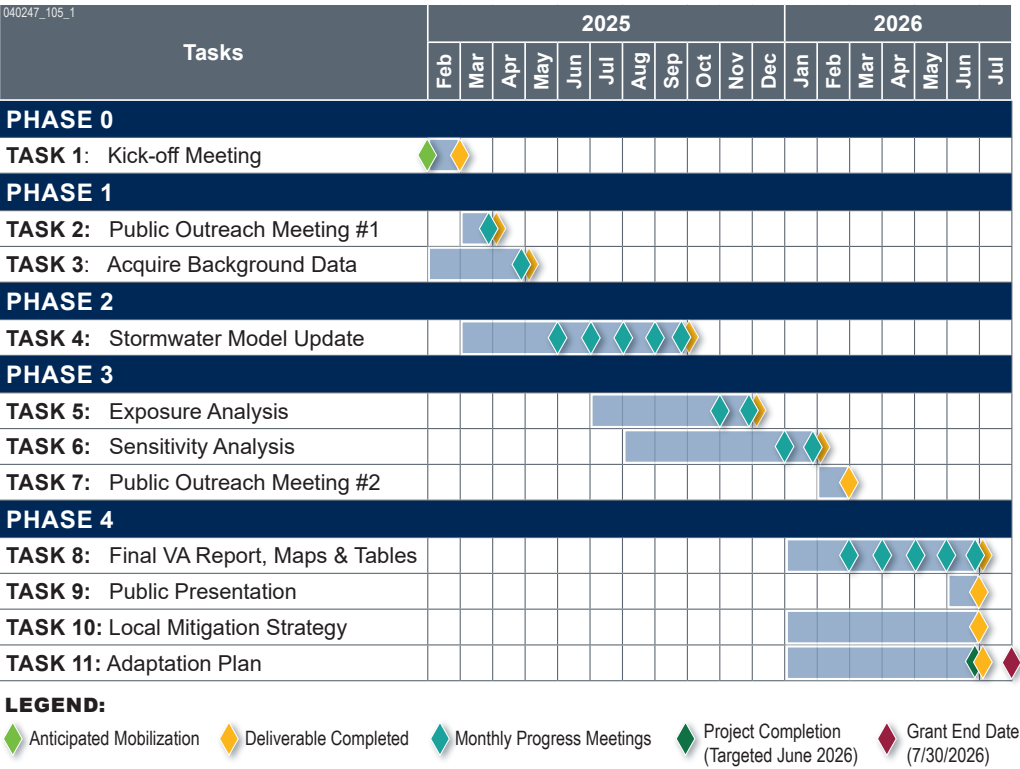
To maintain compliance, APTIM will document all planning activities to demonstrate alignment with the approved National Objectives, including benefit to Low-to-Moderate Income Persons (LMI), Urgent Need (UN), or the Elimination of Slum and Blight (SB). Recognizing the specific exemption for planning activities, APTIM will ensure thorough documentation and reporting of all outcomes to Lee County. This will include **providing the necessary evidence to confirm the achievement of the National Objectives within the scope of the CDBG-DR program.** By integrating these compliance measures into the Adaptation Plan, APTIM will help safeguard the Village's funding eligibility and support its efforts to enhance resilience through thoughtful, federally compliant planning.

CDBG-DR Compliance

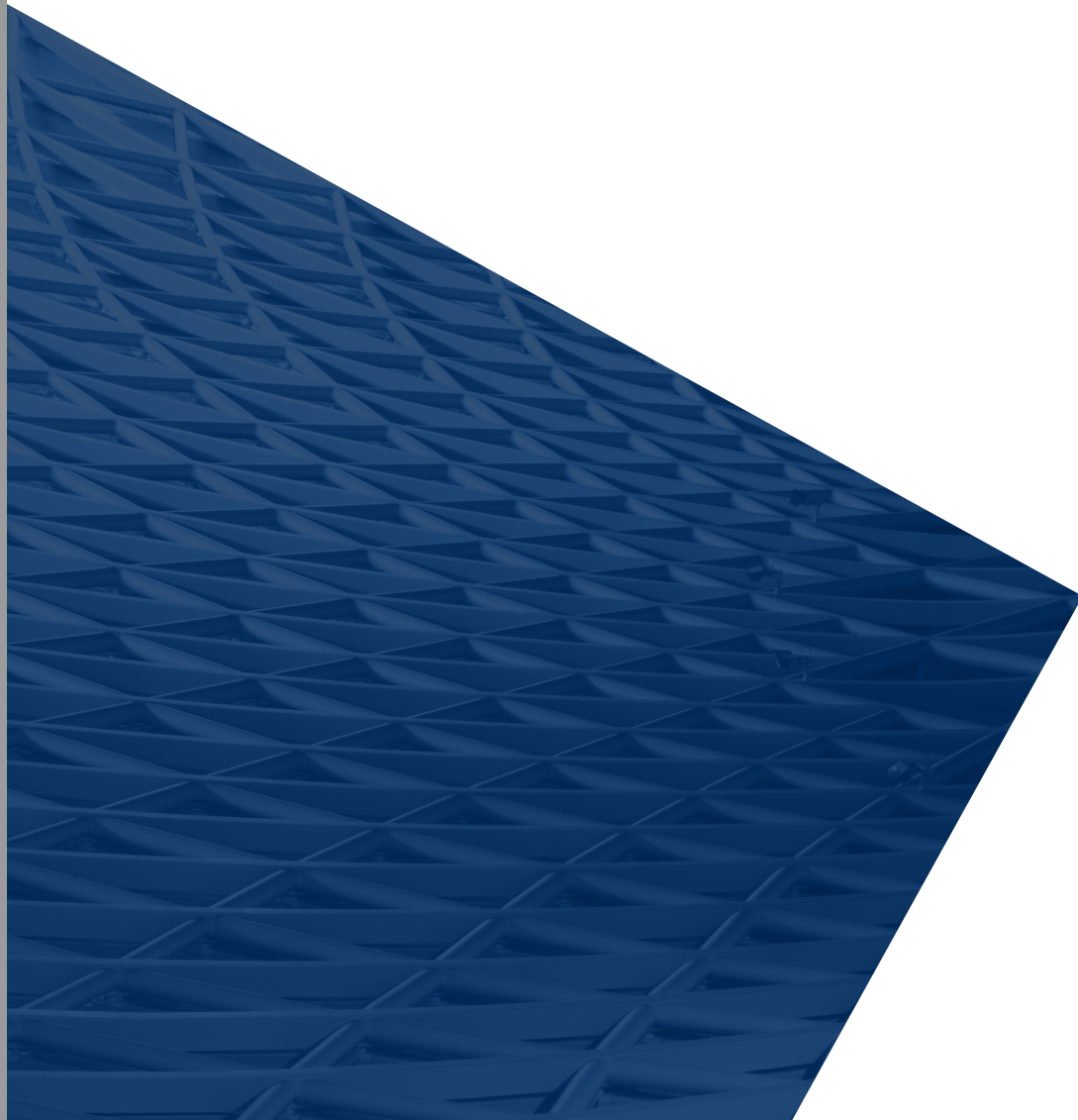
As part of the Adaptation Plan, APTIM will ensure that all activities and deliverables align with the National Objectives mandated by HUD under Title I of the Housing and Community Development Act of 1974. Specifically, planning activities under this project are going to meet a National Objective, as detailed in 24 CFR 570.208(d)(4) and HUD's Federal Register Notice (88 FR 32046).

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

APTIM's proposed schedule assumes that mobilization of our team begins immediately upon award and notice to proceed (assumed February 2025).



SECTION 5. REQUIRED FORMS



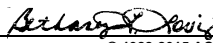
(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

5: Required Forms



All required forms are included in this section as well as having been uploaded to lonwave.

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

Client#: 1791802		APTIMHOL		DATE (MM/DD/YYYY) 01/07/2025		
ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600			CONTACT NAME: Morgan Koenig PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: morgan.koenig@usi.com			
INSURED Aptim Holding Corp. 1200 Brickyard Ln Suite 202 Baton Rouge, LA 70802			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A : Starr Surplus Lines Insurance Company		13604	
			INSURER B : Starr Indemnity and Liability Company		38318	
			INSURER C : Allianz Underwriters Insurance Company		36420	
			INSURER D : Indian Harbor Insurance Company		36940	
			INSURER E :			
			INSURER F :			
COVERAGES CERTIFICATE NUMBER: 47753094 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	1000090589241	06/30/2024	06/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PO/AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	Y Y	1000635746241 1000635747241	06/30/2024 06/30/2024	06/30/2025 06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y Y	1000095268241	06/30/2024	06/30/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	1000004242	06/30/2024	06/30/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution-Co		USL02887224	06/30/2024	06/30/2025	10,000,000 Per Occ/Agg
D	Professional		CEO744642307	06/30/2024	06/30/2025	10,000,000 Each Claim
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract. No policy will permit carrier cancellation without thirty (30) days prior written notice to the Certificate Holder. (See Attached Descriptions)						
CERTIFICATE HOLDER				CANCELLATION		
Village of Estero 9401 Corkscrew Palms Circle Estero, FL 33928				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2016/03) 1 of 3 The ACORD name and logo are registered marks of ACORD #S47753094/M45112568						
SACT						

5. Required Form I 67

(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY Palm Beach

Samantha Danchuk, being duly sworn, deposes and says that:

- (1) He/she is Climate and Coastal Resilience Lead, of Aptim Environmental & Infrastructure, LLC
the Proposer that has submitted the attached Bid/Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid/ Proposal and of all pertinent circumstances respecting such Bid/ Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Bid/Proposal.
- (4) Neither the said Bidder/Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder/Proposer, firm or person, to submit a collusive or sham Bid/Proposal in connection with the Agreement for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder/Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Bidder/Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Village or any person interested in the proposed Agreement.
- (5) The price or prices submitted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) *Samantha Danchuk*
(Title) Climate and Coastal Resilience Lead

STATE OF FLORIDA
COUNTY OF PALM
BEACH

The foregoing instrument was acknowledged before me this 13, Jan 2024 by
Samantha Danchuk, who is personally known to me or who has produced
as identification and who did (did not) take an oath.

Tracie H. McCauley (Signature of Notary Public)
Tracie H. m. Cauley (Name of Notary, typed, printed or stamped)
HH 272 308 (Serial Number)

(Notary's Seal)



(RFQ) # 100125 | Village of Estero Vulnerability Assessment
January 20, 2025

LOBBYING AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Samantha Danchuk being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of Aptim Environmental & Infrastructure, LLC (Bidder/Proposer), maker of the attached bid/proposal and that neither the Bidder/Proposer nor its agents have lobbied to obtain an award of the Agreement required by this solicitation from the Village of Estero, Council Members or employees of the Village, individually or collectively, regarding this solicitation.

Samantha Danchuk

AFFIANT

Notary Public
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was signed and acknowledged before me this 13 day of January, 2024, by Samantha Danchuk by means of ☒ physical presence or ☐ online notarization who produced the following as identification _____ (type of identification) or is personally known to me.

My Commission Expires 8/19/2026

[stamp or seal]

Tracie H. McCauley
[Signature of Notary Public]
Tracie H. McCauley
[Typed or printed name]



NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS/PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 16, 2025

Agenda Item:

Estero SportsPark Construction Manager at Risk Contract

Motion to approve award of Contract 25029 with Suffolk Construction to provide construction manager at risk services for the Estero SportsPark.

Approve pre-construction services as described in the contract for \$4,743,487.

Approve a \$470,000 contingency for additional services that may be required to complete preconstruction services.

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, except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

Background:

The Village of Estero as secured approximately 78.3 acres of property adjacent to the Estero Entertainment Campus and Estero High School with the intent to develop the Estero SportsPark. A location map is attached. The SportsPark master plan was recently completed the Perez Planning. A copy of the Master Plan is attached.

To assist the Village in the development of the SportsPark a Request for Proposal for the Estero SportsPark Construction Manager at Risk was publicly advertised on December 2, 2024. The Village received five proposals.

Burke Construction
Charles Perry Partners
Gulf Building
Manhattan Construction
Suffolk Construction

The Evaluations Committee met on January 22, 2025, and shortlisted three firms for formal presentation/interviews.

Page 1 of 4

Burke Construction
Charles Perry Partners
Suffolk Construction

The Committee conducted presentation/interviews on February 6, 2025 and the Evaluation Committee ranked the firms as follows.

1. Suffolk Construction
2. Charles Perry Partners
3. Burke Construction

Village Council approved the Committees' rankings and authorized the Village Manager to negotiate an agreement with the top ranked firm, at the March 19, 2025 Village Council Meeting.

Description:

Village Staff has completed negotiations with the top-ranked firm Suffolk Construction. The proposed contract includes the following services. Additional details regarding the scope of services are included in the attached contract.

Project Schedule: Prepare and update project schedules throughout the project

Project Cost Estimate: Prepare and update project costs throughout the project. This will include cost estimates for each phase and sub-phase.

Schematic Design: Using the current concept as a starting point, advance the design of the entire project to approximately 30% construction plans. This will include all utilities, landscaping and architecture.

Prepare a phasing plan for the project that includes phasing for all utilities and drainage.

Prepare and pattern book for the overall project.

Phase 1: Design and permitting for the Phase 1 improvements. Phase 1 improvements include the following.

- Entry off Via Coconut Point
- Via Coconut Point turn lanes
- Williams Road turn lanes
- Internal Roundabout

- Driveway located between High 5 and the Driving Range
- Two grass fields
- Pond excavation
- Driving Range site preparation

Phase 2: Design and permitting for the Phase 2 Improvements. Phase 2 improvements include the following.

- Spine Road from internal roundabout to Williams Road
- Parking along Spine Road
- Williams Road intersection improvements (turn lanes or roundabout)
- Three Long Fields
- Parking

Phase 3: Design and permitting for the Phase 3 Improvements. Phase 3 improvements include the following.

- Baseball field & stadium
- Softball field & stadium
- Football stadium
- Grand Plaza
- Stormwater Pond

Bidding: Prepare, advertise and process construction bids for each phase and sub-phase for the project.

Guaranteed Maximum Price: prepare and Guaranteed Maximum Price (GMP) Addendum to the CMAR contract for each phase and sub-phase. Work with Village Staff to gain Village Council approval for each GMP Addendum.

Action Requested:

Motion to approve award of Contract 25029 with Suffolk Construction to provide construction manager as risk services for the Estero SportsPark.

Approve pre-construction services as described in the contract for \$4,743,487.00.

Approve a \$470,000 contingency for additional services that may be required to complete preconstruction services.

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,

except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

Process and Timeline:

The attached contract includes a proposed project schedule. The consultant will update the schedule as the project proceeds. Following is a summary of the schedule

Notice to Proceed:	April 18, 2025
Entry Rd Design Complete:	October 31, 2025
Grass Fields & Pond Design Complete:	December 8, 2025
Spine Road & Long Fields Design Complete:	April 10, 2026
Baseball/Softball/Football Design Complete:	May 11, 2026

Financial Impact:

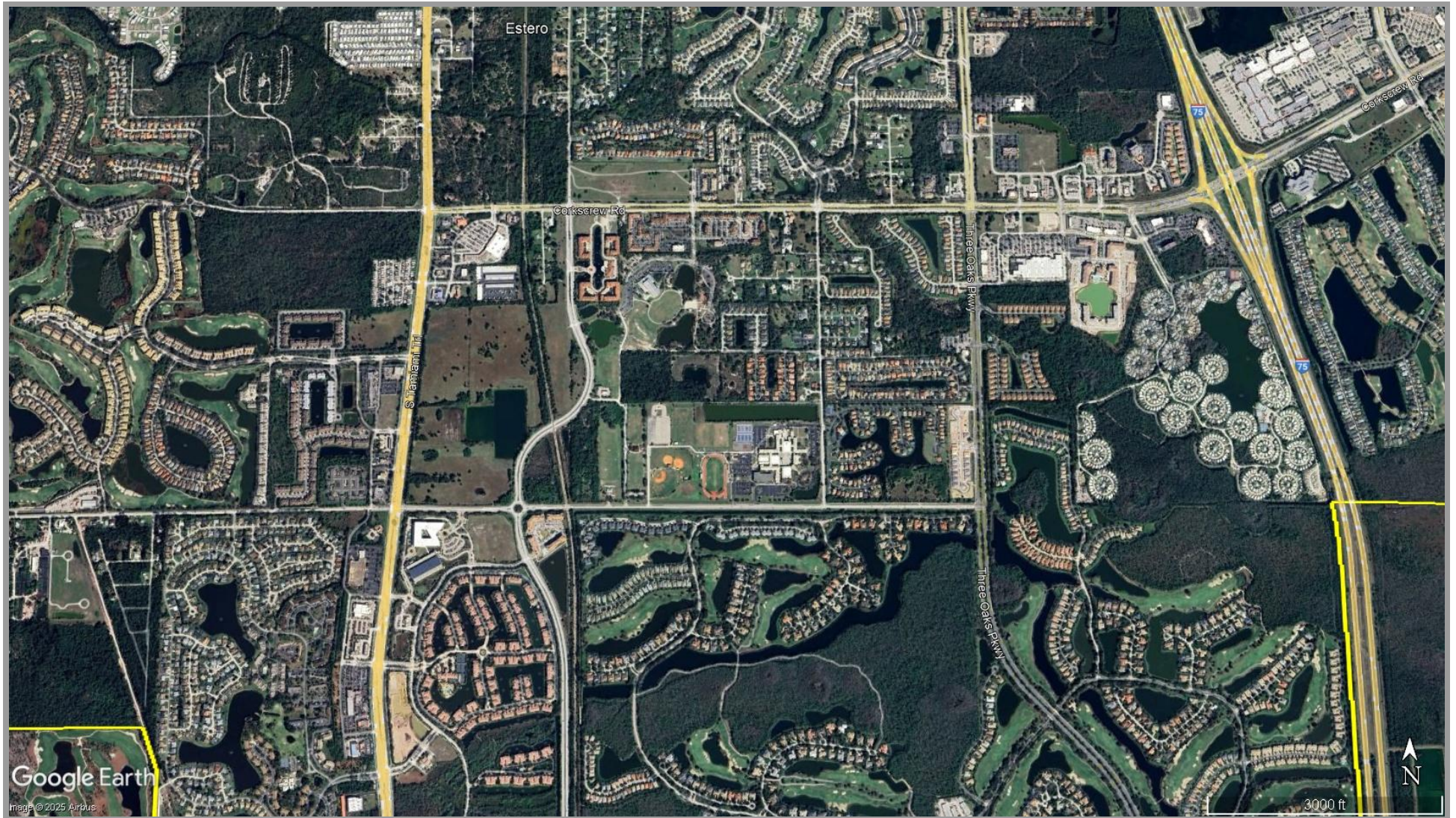
The project's financial impact is \$5,213,487 (\$4,743,487plus \$470,000 contingency).

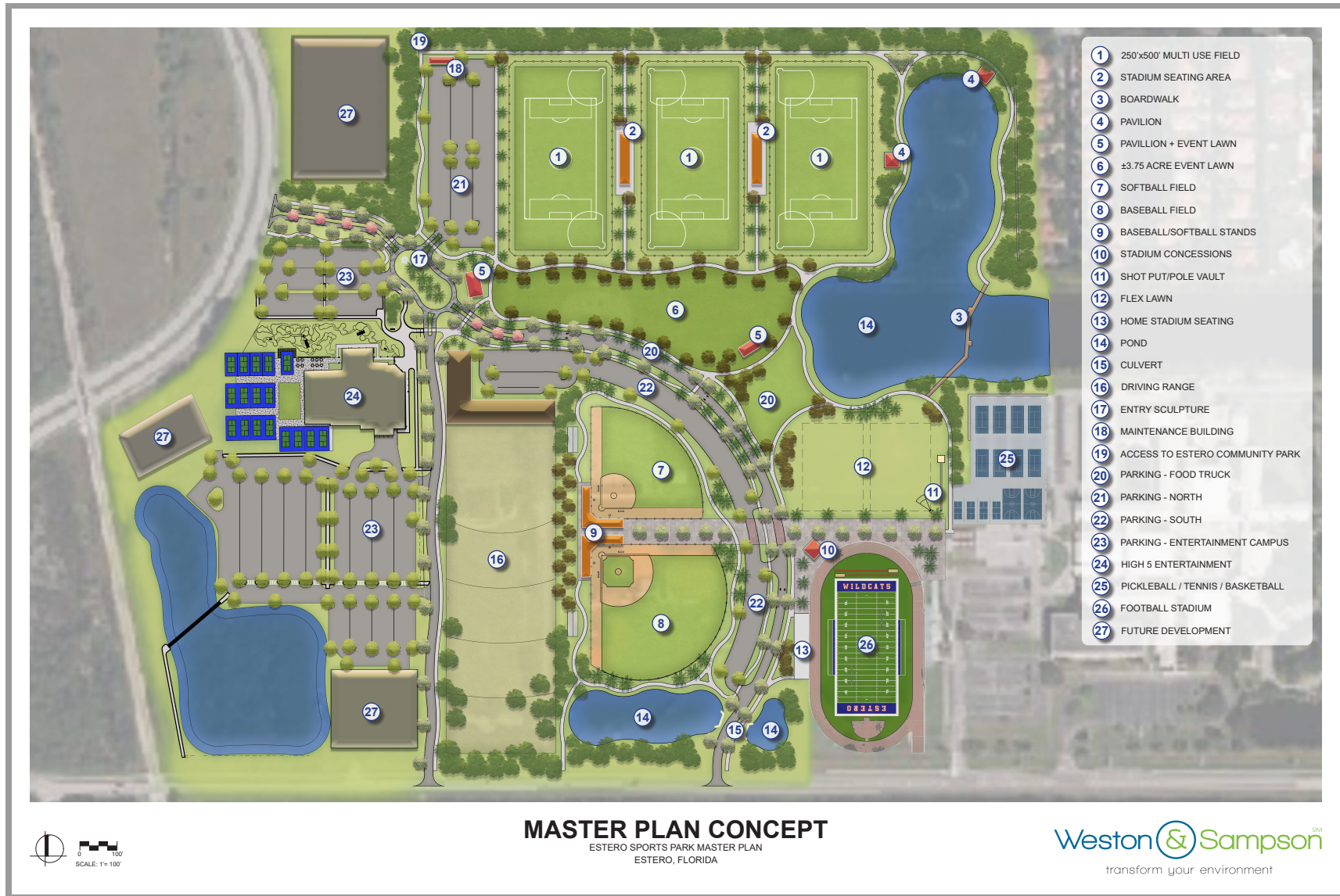
The Village's Fiscal Year 2024-2025 budget includes \$7,220,000 for the Estero High School Improvement (now called Estero SportsPark).

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map
2. Estero Sports Park Master Plan
3. Contract 25029
4. Exhibit 1 Pre-Construction Proposal
5. Exhibit 2 GMP Addenda
6. Exhibit 3 General Conditions
7. Exhibit 4 RFP 100625
8. Exhibit 5 Suffolk Proposal





AGREEMENT

for

ESTERO SPORTSPARK
CONSTRUCTION MANAGEMENT AT RISK
SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

SUFFOLK CONSTRUCTION COMPANY, INC., a
Massachusetts corporation
(AS CONSTRUCTION MANAGER)

**AGREEMENT FOR
ESTERO SPORTSPARK
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 16th day of April 2025 (the “Effective Date”), by and between the Village of Estero, a Florida municipal corporation, referred to herein as “Owner”, and Suffolk Construction Company, Inc., a Massachusetts corporation, referred to herein as “Construction Manager.”

WHEREAS, The Village of Estero completed a Parks, Recreation & Open Space Master Plan in 2020 that identified numerous gaps in parks and recreation facilities/services in Estero; and

WHEREAS, The Village of Estero secured a 99-year lease over 52.8 acres owned by the School District of Lee County’s located next to Estero High School property; and

WHEREAS, The Village of Estero purchased 25.5 acres of property from Lee County adjacent the Village’s 99-year lease property; and

WHEREAS, The Village of Estero secured both properties with the intent to development a SportsPark to provide some of the needed facilities/services identified in the Master Plan; and

WHEREAS, A construction manger at risk was determined to be the preferred delivery method to design, permit and construct the Estero SportsPark; and

WHEREAS, the Village staff has identified the scope of work to be performed as including the design, permitting and construction of the Estero SportsPark project (“the Project”), which work is more fully described in RFP 100625 (“the RFP”); and

WHEREAS, Florida Statutes § 255.103 authorizes a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of the construction project; and

WHEREAS, pursuant to this statutory authority, the Village issued the RFP seeking proposals from qualified companies capable of providing construction management services for the Project, which is contemplated to be delivered in phases; and

WHEREAS, the Village received five proposals there were all determined to be responsive and qualified; and

WHEREAS, the Village’s evaluation committed identified Suffolk Construction as the highest ranked firm; and

WHEREAS, the Village Council approved the evaluations committee's rankings and direct the Village Mager to negotiate the terms of a final agreement with highest ranked firm; and

WHEREAS, the Parties have agreed on the terms of this Agreement.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner in accordance with the Contract Documents. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner accordance with the Contract Documents. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of this Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

1.3 CONTRACT DOCUMENTS. The Contract Documents shall consist of the following:

- This Agreement
- Exhibit 1: Pre-Construction Proposal (including preconstruction schedule)
- Exhibit 2: Guaranteed Maximum Price Addenda (negotiated prior to approval of each phase if Project is to be phased)
- Exhibit 3: The General Conditions
- Exhibit 4: the RFP (including all Addenda)
- Exhibit 4: Construction Manager's Proposal (dated January 15, 2025)

In the event of a conflict between any of the foregoing documents, the earlier listed document shall control over a later listed document.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase(s) may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. While Owner has engaged a separate Architect/Engineer to initiate design work for the Project, the Construction Manager, acting in the capacity as Construction Manager Agency (and not as Construction Manager at Risk) pursuant to Section 3.3, shall be responsible for providing, directly or through separately-engaged licensed design professionals, engineering services not provided by the Owner's Architect/Engineer, and as may be required in the Scope of Work. Further, the Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment, and Project phasing. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. If the Project is to be completed in phases, the Project schedule shall reflect which portions of the Project will fall within each phase. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) Proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. Even if Owner has not expressly contemplated phasing in its RFP, the Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications

to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions

acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. Unless the design work is performed by the Construction Manager, it is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete as mutually agreed upon by the parties, the Construction Manager shall prepare and submit to the Owner a GMP proposal, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. The GMP proposal shall include all of the information and related Construction Manager supplied exhibits as are required by the GMP Addendum form which is incorporated into this Agreement.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTINGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.
4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.
5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Construction Manager shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. NEGOTIATION AND ACCEPTANCE. Upon receipt of the GMP proposal by the Owner, the Owner and Construction Manager shall discuss and negotiate the various terms in the GMP proposal, along with the related daily liquidated damages amount. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance (or such other date as the Parties may agree) and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum, using the GMP Addendum form which is incorporated into this Agreement. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents. The Parties may agree, in the GMP Addendum, to early completion bonus terms.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATIONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be

furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:
 - i. the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or
 - ii. the Owner's first authorization to the Construction Manager to:
 - (a) award a Subcontract,
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, if any such bids should be rejected. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and

Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.
6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.
7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.
2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.
3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Construction Manager, on behalf of Owner and in Construction Manager's role as a Construction Manager Agency (and not Construction Manager at Risk) shall retain an Architect/Engineer to provide Basic Services, including normal civil, structural, mechanical/plumbing and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions, wherein the Construction Manager shall be responsible to manage such services on Owner's behalf but Construction Manager shall not be responsible for the acts or omissions of such Architect/Engineer including but not limited to increased cost in performance and/or delays unless and to the extent such acts or omissions are caused solely by Construction Manager's negligence. The Architect/Engineer shall be liable to the Owner for its acts and omissions related to the services provided to Construction Manager on behalf of Owner. The Owner shall authorize Construction Manager to cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Construction Manager shall submit to the Owner for its approval the proposed Agreement with the Architect/Engineer. Such Agreement shall include all services required of the Architect/Engineer for this Project by Owner and/or Construction Manager, and confirm that Architect/Engineer shall be liable to the Owner for its acts and omissions related to the services provided thereunder.

As part of the Basic Services, the Architect/Engineer shall during the Construction Phase provide to the Owner all construction administrative services required of the Architect/Engineer by the Owner pursuant to this Agreement and General Conditions (the "Owner Contract Administration Services") (and for which Construction Manager shall not be responsible) wherein Owner shall coordinate directly with Architect/Engineer, with Construction Manager's assistance and involvement as necessary, in order for Architect/Engineer to perform its Owner Contract Administration Services. Owner shall be a third party beneficiary of the Agreement with the Architect/Engineer for purposes of the Owner Contract Administration Services required to be provided by the Architect/Engineer in this Agreement and General Conditions.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

**ARTICLE 4
COMPENSATION AND PAYMENTS
FOR PRECONSTRUCTION SERVICES**

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated in the lump sum amount and manner set forth in **Exhibit 1** (Preconstruction Proposal) attached hereto and incorporated herein.

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Three Hundred Sixty-Five (365) days from the date of this Agreement or if the originally contemplated scope of services is modified requiring Construction Manager to incur additional expense.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Florida Statutes §218.735.

**ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current

funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee, as set forth in the GMP addendum.

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 COST SAVINGS. In the event the actual Cost of the Work, together with the Construction Manager's Fee, is less than the Guaranteed Maximum Price, the Construction Manager and the Owner agree that any such savings below the GMP shall be shared in the following percentages: seventy five percent (75%) to the Owner and twenty five percent (25%) to the Construction Manager. Such savings shall be recognized by Change Order at Substantial Completion and approved for payment on the succeeding application for payment.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such

costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.
2. Wages or salaries of the Construction Manager's supervisory and administrative personnel wherever stationed when working for the benefit of the Project, including but not limited to:

<u>Classification</u>	<u>Name</u>
Project Executive	John Hayes
Design Management	James Labbe
Director Digital Engineering	Clayton Walder
Director of Preconstruction	Nico Zepp
Senior Project Manager	Kyle Lampitt
Assistant Project Manager	Martin Nwodo
Project Controller	Loredie Martinez
Scheduler	TBD
Senior Estimator	Jack Hernandez
Senior Planner	Harold Pick
Project Administrator	TBD
General Superintendent	Butch Shull
Senior Superintendent	Matthew Pledger
Superintendent	Kevin Rieg
Assistant Superintendent	Obed Martinez
Safety Director	John Murphy
QA/QC Manager	Robert Martinez

Construction Manager may substitute or add its team members with written notice to the Owner, subject to Owner's approval, which approval shall not be unreasonably withheld. For any position noted with a "TBD," such information will be provided at time of GMP Amendment.

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments 401K programs and company matches, and other benefits as provided by Construction Manager to its employees or otherwise required by law or collective bargaining agreements, and, for personnel not

covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT AND DESIGN CONSULTANT COSTS. Payments made by the Construction Manager to Subcontractors and Architect/Engineer (if applicable), and any other Design Consultants in accordance with the requirements of the applicable contracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work to the extent requested by Owner or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates of equipment rented shall not exceed 100% of the standard rental rate paid at the place of the Project unless subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.
3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.
5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
6. Costs of the Construction Manager's site office, including general office equipment and supplies.
7. Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract for insurance and bonds.
2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of postage and express delivery charges, Project Site communications equipment, and reasonable petty cash expenses of the Project Site office.
5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.
6. Costs for electronic equipment, communication services, and software, directly related to the Work and with the Owner's prior approval.
7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
11. Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, subject to the Owner prior approval.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.
2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED. The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.
3. Overhead and general expenses, except as may be expressly included in Section 6.1.
4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.
6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
7. Costs incurred in the performance of Preconstruction Services.
8. Any cost not specifically and expressly described in Section 6.1.
9. Costs which would cause the GMP to be exceeded.
10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS.

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

C. DATE OF PAYMENT. Payments shall be made by Owner within thirty (30) days of receipt of a complete Application for Payment and in accordance with the requirements of Florida Statutes § 218.735.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.
2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.
3. Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion. There shall be no retention held on Construction Manager's Insurance, Bonds, General Conditions costs, General Requirements costs or direct material purchase.
4. Subtract the aggregate of previous payments made by the Owner.
5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.
6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRACTOR RETAINAGE. Except with Owner's prior approval, per Florida Statutes § 255.078, Subcontractor payments shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to three percent (3%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee and Savings accrued pursuant to Section 5.3, but not more than the GMP.
2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.
3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

8.1 INSURANCE. If and to the extent required by the RFP documents, the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish the Owner all appropriate policies (redacted of proprietary information) and Certificate(s) of Insurance. Upon the agreement of a GMP, the Construction Manager will negotiate a Builder's Risk Insurance Policy. The negotiation will consider exclusions and deductibles and the Owner will approve the policy prior to binding coverage. Notwithstanding anything to the contrary in the Contract Documents, the Construction Manager shall purchase and maintain property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Construction Manager's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be

in place prior to Construction Manager commencing work on site and shall be maintained until the latter of Substantial Completion or until no party other than the Owner has an interest. The policy shall contain a mutual waiver of subrogation. Both the owner and the construction manager shall be named insured on the policy and the Owner will bear the risk for all exclusions and any deductibles associated with a property loss during the construction process.

8.2 PAYMENT AND PERFORMANCE BOND.

A. **BOND REQUIRED.** The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form provided and approved by the Owner.

B. **DELIVERY.** The Construction Manager shall file in the county records and deliver a recorded version of the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the 12th Judicial Circuit in and for Lee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either

party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any adverse weather event such as rainfall, temperatures below 32 degrees Fahrenheit, lightening, or sustained winds for which a specific OSHA regulation requires cessation of work or winds greater than 40 miles per hour (30 miles per hour if the work involves material handling) which actually prevents critical path Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no Work on the critical path could be done on site to advance such critical path work pursuant to the Schedule, and provided written notice has been submitted to the Owner by the Construction Manager documenting same ("Adverse Weather Event").

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or General Conditions, this Agreement shall prevail. In the event of a conflict between the Specifications and the General Conditions, the Specifications shall govern. In the event of a conflict between any of the foregoing documents and the

Construction Manager's proposal, the foregoing documents shall prevail. In the event of conflict between Construction Manager's Qualifications and Assumptions attached to its GMP and any other Contract Document (other than Change Orders issued subsequent to the GMP), Construction Manager's Qualifications and Assumptions shall prevail but only to the extent such Qualifications and Assumptions pertain to the technical requirements and/or scope of Work and not to legal terms and conditions of the Agreement and General Conditions.

9.14 IMMIGRATION COMPLIANCE; E-VERIFY. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *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 Construction Manager's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Construction Manager 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 Owner. Pursuant to Florida Statutes § 448.095(5), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, 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 Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager 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) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager 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) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or

condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 AUTHORITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19 DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21 OWNER DIRECT PURCHASES. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order; provided however that Construction Manager's Fee shall not be reduced by the value of ODP).

9.22 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be

construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.23 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.24 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation, including related appellate and dispute resolution proceedings.

9.25 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:	David Willems, P.E., Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 willems@estero-fl.gov
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To the Construction Manager:	Peter Tuffo, President, Gulf Coast Region & National Gaming Suffolk Construction Company, Inc. 10600 Chevrolet Way, Suite 301 Estero, Florida 33928 Email: ptuffo@suffolk.com
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With copy to:	Juan Diaz, Esq., General Counsel, South Region and National Gaming 426 Clematis Street West Palm Beach, FL 33401 Email: jdiaz@suffolk.com
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Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**ARTICLE 10
TERMINATION OR SUSPENSION**

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A. and Section 4.1.B (if applicable).

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Contractor shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor.
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, of the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner assume the rights and obligations of the Construction Manager under such agreement and shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

WHEREFORE, the Parties hereto have entered into this Agreement as of the Effective Date.

Suffolk Construction Company, Inc.

Village of Estero

By: _____
Peter Tuffo, President, Gulf Coast
Region & National Gaming

By: _____
Steve Sarkozy, Village Manager

Suffolk Construction Company, Inc.

By: _____
Juan Diaz, Esq., General Counsel,
South Region and National Gaming

EXHIBIT 1: PRE-CONSTRUCTION PROPOSAL



4/11/2025

Exhibit 1 - Preconstruction Proposal

Suffolk Construction is excited to support The Village of Estero in the development of the Village of Estero Sports Park. The park encompasses approximately 80 acres of the Owner assembled parcels including property leased from Lee County School Board and Village owned land. The site is bounded by Estero Community Park to the north, Via Coconut Point to the west, Williams Road to the south, and Estero High School to the East.

Weston & Sampson will serve as the design team's project manager and principal point of contact for the team. Cristobal Betancourt, RLA, AICP will serve as the project manager supported by the firm's Florida Regional Manager, Joseph Zongol, PE. Weston & Sampson will self-perform project management, site planning, civil engineering, athletics design, landscape architecture, environmental engineering for contaminants, structural engineering, and transportation/roadway engineering. We are supported by the following subconsultants to deliver the design, permitting, and construction administration for the project.

Subconsultants: Schenkel Shultz – Architecture
 Perez Planning & Design – Landscape Architecture
 Bortak Design – Irrigation Design
 American Structurepoint – Roundabout Design
 Burgess Brant – Mechanical, Electrical, & Plumbing Engineering
 Velocity Engineering – Geotechnical Engineering
 Suffolk Design – Design Management Services

Enclosure(s):

Exhibit A - Scope of Work
 Exhibit B - Design and Preconstruction Fee Summary
 Exhibit C - Master Plan Phasing
 Exhibit D - Proposed Phase Project Deliverables Schedule
 Exhibit E – Assumptions and Exclusions



4/11/2025

Exhibit A – Scope of Work

Construction Management Services

The following services will be provided throughout the project and billed/invoiced under each task.

- Meet with the Owner on a bi-weekly basis for a duration of 15 months to coordinate design and permitting workflow prior to fully transitioning to an active construction site.
- Meet internally with subconsultant team as pertains to their scope on a regular basis to ensure coordination and completion of Scope of Work.
- Submit written questions to the Village of Estero when information from stakeholders such as the High School Athletics program or Youth Sports Groups are needed. Information will flow through the Village.
- Attend up to three (3) Village Council and/or board meetings during the design portion of the project.
- All design will meet the minimum requirements of regulatory agencies including, but not limited to, the Americans with Disabilities Act (ADA), Florida Building Code (FBC), the Village of Estero (VOE), Lee County Utilities (LCU), Florida Department of Environmental Protection (FDEP), Florida High School Athletics Association (FHSAA), and South Florida Water Management District (SFWMD).

Design

1. Project Engagement

Provide regular meeting attendance of and assistance in:

- Regular team meetings, including OAC, design workshops, and cost management sessions
- Project design studies, optioneering exercises, market/supply chain analysis (A3, CBA, etc.)
- Project milestone page-turn reviews
- Tracking of Village of Estero pre-permit discussion items and permit plan check items relative to potential cost and schedule impacts.
- Meetings with the Estero Village Council, Lee County Utilities (LCU), Florida Department of Environmental Protection (FDEP), and South Florida Water Management district (SFWMD) on associated existing conditions, new service applications, and service upgrade requests
- Early trade partner engagement and integration with design team activities.

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4/11/2025

2. Design & Constructability Reviews

Provide in-depth drawing reviews to identify constructability and code compliance issues, missing scope or scope clarity, and target value design opportunities to ensure the highest-level quality documents are being issued for pricing/GMP.

- Detailed design reviews at critical milestone deliverables to identify issues so they can be addressed earlier in design.

3. Project Cost Analysis and Management

Assist in tracking of Target Value Design allocations and support value management activities.

- Coordination development and review of indicative pricing and market feedback associated with design optioneering activities, including site, landscape, utility, and architectural works.
- Coordination in value management exercises including analysis of cost management concepts and strategies in coordination with Suffolk's Preconstruction/estimating teams.

Preconstruction / Operational Support

1. Suffolk shall provide support including, a Vice President/Project Executive, General Superintendent, and estimating staff by Phase for a duration of (15) months starting on April 21, 2025.
2. Suffolk shall attend weekly calls and/or meetings with Owner, Architect, and design team throughout design.
3. Suffolk shall provide cost and feasibility input on materials, means, and methods proposed throughout design to help ensure the design process stays within budget and general constructability.
4. Suffolk shall maintain and update a project schedule based on design changes, permitting strategies, and material selections throughout the design process.
5. Suffolk shall make site visits as required throughout the process to verify field conditions as needed and determine validity of existing conditions as it relates to design direction. Any third-party inspection, investigation, or testing is not specifically outlined herein and shall be an additional cost.
6. Suffolk shall keep Owner's designated representative(s) advised and copied on all relevant communications with the Architect, Architect's consultants, other consultants or Contractors contracted by Manager for this specific project.
7. Suffolk shall advise the Owner of long-lead subcontracts and material purchases which affect the construction schedule.
8. Suffolk shall provide recommendations on construction feasibility.

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4/11/2025

9. Suffolk shall provide logistics plans and work with the Owner, Owner Representative and design team to create a Construction Management Plan for approval by the appropriate authority having jurisdiction.
10. Project management staff will be brought on upon issuance of GMP document set to assist with subcontract purchasing process and logical procedures for mobilization at GMP.

Estimating Deliverables

1. Suffolk shall provide (1) estimate for the concept design (village planning set) that will serve as the Baseline Budget. Suffolk will provide (1) Schematic Design budget which would set the project's control budget, one (1) Design Development budget, and (1) GMP budget (the "GMP").
2. Suffolk shall provide a review of construction details for the GMP documents and provide a list of clarifications that require design refinement.
3. Suffolk shall develop subcontractor interest in the Project and furnish to the Owner for their information a list of possible subcontractors.

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4/11/2025

Task 1 Information Gathering/Schematic Design

A. Review of Existing Information

Consultant will review all existing information provided by the owner to become familiar with the site and the project requirements including as-builts, flood maps, topo, adjacent permit/plans, regulations, open permits, etc.

Deliverable: Summary of findings memorandum

B. Site Analysis

Consultant will analyze the existing site and study critical items including relocation or replacement of the existing utilities. These include, but are not limited to, water, wastewater, stormwater, irrigation, electric services. The culmination of the analysis will be a phased utilities master plan that is coordinated with the Owner for execution. The Consultant will collaborate with the Client to develop the cost analysis.

Deliverables: Phased utilities master plan; Drawings and memorandums for each study including cost analysis

C. Schematic Design

Consultant will develop Schematic Design 30% Construction Documents for architecture, landscape architecture, irrigation distribution, and civil site design, including utilities, Structural, MEPF, components of the project to ensure coordination with each project phase.

Geotechnical Engineering – borings (permitting 30 days)

Civil Engineering – plans for site grades, utilities and stormwater

Architecture – includes plans for concessions, baseball/softball grandstands, new football grandstand, modifications to east football grandstand, two long field grandstands, restrooms, pavilions, confirm signature stage/pavilion, and fencing.

Landscape Architecture – includes plans for landscape, wayfinding, site furnishings, site lighting, hardscape.

Irrigation Design – plans for irrigation infrastructure by phase with consideration of existing irrigation, storage tank for reclaim water storage, back up well analyzation.

Electrical Engineering – overall power infrastructure for lighting, wi-fi, security, buildings, irrigation control) *Electrical EDR to start conversation with FPL*

Structural Engineering – Review existing information. Participate in site visits. Assist in developing geotechnical boring locations. Establish structural design criteria for buildings and site structures. Structural engineering support and narrative for concessions, baseball/softball

grandstands, new football grandstand, modifications to east football grandstand, two long field grandstands, restrooms, pavilions, confirm signature stage/pavilion, fencing and site structures.

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4/11/2025

Permitting: Permitting for soil borings

Deliverables: Schematic Design - 30% construction documents – 90 days
Cost Analysis – 30 days

D. Pattern Book

Consultant will prepare a pattern book. This will incorporate the work of the architect into the existing site 3D model and complete the pattern book for the project for presentation to the planning and zoning advisory board and Village Council if necessary.

Scope of services: **Landscape Architecture** – includes landscape, wayfinding, site furnishings, site lighting, specialty pavement
Architecture (includes concessions, baseball/softball grandstands, new football grandstand, modifications to east football grandstand, restrooms, pavilions, confirm signature stage/pavilion, and fencing)

Deliverables: Pattern Book

E. Environmental Engineering

Consultant will perform an ASTM Phase I Environmental Site Assessment (ESA) to include historical and environmental reviews and interviews; site reconnaissance; and AAI required environmental questionnaires. The Consultant will process the above ground tank closure including compliance with the Subsurface Investigation Program and Groundwater Sampling should the tank fail its integrity test. Consultant will provide contract drawings and specifications for the completion of the remediation.

Should excessive contamination be discovered during the work of the Subsurface Investigation Program and Groundwater Sampling, the Consultant will prepare an additional services proposal for a Phase II ESA that includes engineering remediation support required by state and federal regulatory agencies. These services would require additional fees.

Permitting: Permitting for borings

Deliverables: Soil Sampling/borings
Findings Report
Cost Analysis



4/11/2025

Task 2 : Phase 1 – Entrance Road, Grass Fields, Northeast Lake Expansion & Driving Range

Phase 1A: Entrance Road, Green Space Field Improvements, Northeast Lake Expansion

The project encompasses the entry road off Via Coconut Point to the onsite roundabout, the driveway east of High 5 to Williams Road and Via Coconut Point/Williams Road intersection improvements. This Phase also involves the design and implementation of two natural turf rectangular athletic fields in the northwest portion of the site and the area immediately north of the existing football/track facility. One field will include field lighting.

New sanitary sewer lift station to service the Estero Entertainment Campus

Wall along the lake that will separate the lake from The Estero Palms Community.

Clearing and grubbing the long field site in preparation for lake excavation and fill placement.

Geotechnical Engineering – borings with geotechnical report and recommendations

Civil/Roadway Engineering – demolition plans, utilities, stormwater, roadway, paving, grading, drainage and Entertainment District coordination for lift station relocation.

Landscape Architecture – includes landscape, wayfinding, site furnishings, site lighting, hhsports field lighting specialty pavement, Fencing / wall.

Irrigation Design – Point of connection, mainline establishment, pump design, and head layout.

Electrical Engineering – electrical plans for lighting and irrigation controllers

Structural Engineering – Plans and specs for site/roadway lighting foundations, wall, lift station, entry monument signage and plans and specs for field/site lighting foundations and net poles.

Traffic Impact Statement – Includes traffic analysis to determine volumes entering and exiting the site in coordination with the park programming and accepted Institute of Traffic Engineers (ITE) standard metrics, roundabout, roadway, and off-site turning and deceleration lane design and permitting.

Permitting: Site and Roadway – Village of Estero
 Utilities – Lee County Utilities, FDEP
 Stormwater – SFWMD

Deliverables: Design Development/Permit Set - 90% construction documents – 60 days
 Permit submittal
 Permit comments - per agency limitations
 Bid Set - 100% construction documents – 30 days
 Solicit Bids and prepare GMP – 8 weeks



4/11/2025

Phase 1B: Driving Range Pad

This phase of the project focuses on preparing the site and laying the groundwork with site grading and the creation of foundation pads. The scope includes demolition and removal of various structures and utilities, including lift station, restrooms, concessions, an FPL transformer, and the existing irrigation pump and well. Following this, site grading will ensure proper leveling and stability for the next stages of development. Infrastructure connection points for essential systems - water, sewer, stormwater, electrical, along with considerations for irrigation needs will be established.

Geotechnical Engineering – borings with geotechnical report and recommendations

Civil Engineering – demolition and removals, site grading, utilities to property,

Landscape Architecture – landscaping, site lighting, wayfinding

Irrigation Design – point of connection, mainline establishment, pump design, and head layout.

Electrical Engineering – electrical plans for lighting and irrigation controllers

Permitting: Site – Village of Estero
 Utilities – Lee County Utilities, FDEP
 Stormwater – SFWMD

Deliverables: Design Development/Permit Set - 90% construction documents – 60 days
 Permit submittal
 Permit comments - per agency limitations
 Bid Set - 100% construction documents – 30 days
 Solicit Bids and prepare GMP – 8 weeks

Task 3: Phase 2 – Spine Road, Long Fields, and Parking

Phase 2A: Spine Road

Phase 2A focuses on the design and development of the spine road and parking incorporating off-site improvements to enhance accessibility and functionality. The scope includes demolition and removal activities, and the potential roundabout or turn lanes at Williams Road. Additionally, culvert crossings will be completed during this phase. The pipes will be buried until the lakes are excavated in Phase 2a and 3.

The project also encompasses landscaping with a mix of hardscape and softscape elements, new entry signs, and site and roadway lighting, all designed to enhance both aesthetics and functionality.

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4/11/2025

Irrigation to support the landscaping, as well as connection points for expansion of the system will be designed for installation.

Geotechnical Engineering – borings with geotechnical report and recommendations

Civil/Roadway Engineering – demolition plans, utilities, stormwater, roadway, paving, grading and drainage

Landscape Architecture – includes landscape, wayfinding, site furnishings, site lighting, specialty pavement

Irrigation Design – Point of connection, mainline establishment, pump design, and head layout.

Electrical Engineering – electrical plans for lighting and irrigation controllers

Structural Engineering – Plans and specs for site/roadway lighting foundations, culvert and lift station.

Permitting: Site and Roadway – Village of Estero
 Utilities – Lee County Utilities, FDEP
 Stormwater – SFWMD

Deliverables: Design Development - 60% construction documents – 60 days
 Permit Set - 90% construction documents – 30 days
 Permit submittals
 Permit comments - per agency limitations
 Bid Set - 100% construction documents – 30 days
 Solicit Bids and prepare GMP – 8 weeks

Phase 2B: Long Fields and Surface Parking

Phase 2B of the project includes the design and development of three (3) long rectangular fields, two (2) grandstands that include restrooms, meeting space and storage as well as surface parking, an estimated four (4) pavilions, the great lawn, sidewalks and trails. The scope includes associated landscaping, field lighting, site lighting, and fence.

Geotechnical Engineering – borings with geotechnical report and recommendations

Civil/Roadway Engineering – includes plans and specs for demolition, utilities, stormwater, roadway, paving, grading and drainage

Landscape Architecture – includes landscape, wayfinding, site furnishings, site lighting, specialty pavement

Irrigation Design – Point of connection, mainline establishment, pump design, and head layout.

Architecture - includes plans and specs two long field grandstands, restrooms, four lakeside pavilions, and fencing.

Mechanical Electrical & Plumbing Engineering – includes plans and specs two long field grandstands, restrooms, and electrical for site and sports lighting and irrigation controllers

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4/11/2025

Structural Engineering– Plans and specs for two grandstands with restrooms, four pavilions, , boardwalk and field/site lighting foundations.

Permitting: Building and site – Village of Estero
Utilities – Lee County Utilities, FDEP
Stormwater – SFWMD

Deliverables: Design Development - 60% construction documents – 60 days
Permit Set - 90% construction documents – 30 days
Permit submittals
Permit comments - per agency limitations
Bid Set - 100% construction documents – 30 days
Solicit Bids and prepare GMP – 8 weeks

Task 4: Phase 3 Baseball/Softball/Football

Phase 3 of the project encompasses the comprehensive design of multiple sports and recreation facilities, including one (1) baseball and one (1) softball field, grandstands with restrooms, concession, storage and meeting rooms for the baseball and softball facilities, one concession building (could include restrooms, storage and meeting rooms) north of the proposed football grandstand, one (1) new football grandstand with restrooms, storage and meeting rooms and improvements to the east grandstand. The work of this task includes the implementation of the grand plaza from the Estero High School parking lot east of the football field through the

baseball/softball fields. The grand plaza will include gateway features, ticketing location, and controlled access. The plan also includes the creation of new sidewalks and trails, as well as landscaping, hardscaping, irrigation systems, field lighting, and site lighting to enhance both functionality and aesthetics. Additional features involve the development of new lakes, wayfinding systems, and site furnishings, all aimed at improving the overall usability and appeal of the park.

This task include demolition and removals to clear the site, site grading, water, sewer, stormwater, irrigation, and electrical systems.

The project also incorporates electric service provisions for events and vertical construction, field and site lighting. Landscape, hardscape, and wayfinding systems are also included.

Geotechnical Engineering – borings with geotechnical report and recommendations

Civil/Roadway Engineering – includes plans and specs for demolition, utilities, stormwater, roadway, paving, grading and drainage

Landscape Architecture – includes landscape, wayfinding, site furnishings, site lighting, hardscape

Irrigation Design – Point of connection, mainline establishment, pump design, and head layout.

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4/11/2025

Architecture - includes plans and specs concessions, baseball/softball grandstands, new football grandstand (restrooms, , medical room, storage, meeting rooms), modifications to east football grandstand, restrooms, pavilions, entry, ticket booths, and fencing.

Mechanical, Electrical, & Plumbing Engineering Plans and specs for two grandstands (with restrooms, meeting space and storage), one concession building north of the football grandstand (with storage and meeting rooms), one football grandstand (with restrooms, storage, meeting rooms) , improvements to east grandstand, stadium concessions, gateway feature, baseball field netting foundations, ticketing booths, security booths (control access) and field/site lighting foundations. Electrical plans and specs for site and sports lighting and irrigation controllers.

Structural Engineering – Plans and specs for two grandstands (with restrooms, meeting space and storage), one concession building north of the football grandstand (with storage & meeting rooms), one football grandstand (with restrooms, storage, meeting rooms), improvements to east grandstand, stadium concessions, gateway feature, baseball field netting foundations, ticketing booths, security booths (control access) and field/site lighting foundations.

Permitting: Building and site – Village of Estero
 Utilities – Lee County Utilities, FDEP
 Stormwater – SFWMD

Deliverables: Design Development - 60% construction documents – 90 days
 Permit Set - 90% construction documents – 30 days
 Permit submittals
 Permit comments - per agency limitations
 Bid Set - 100% construction documents – 30 days
 Solicit Bids and prepare GMP – 8 weeks

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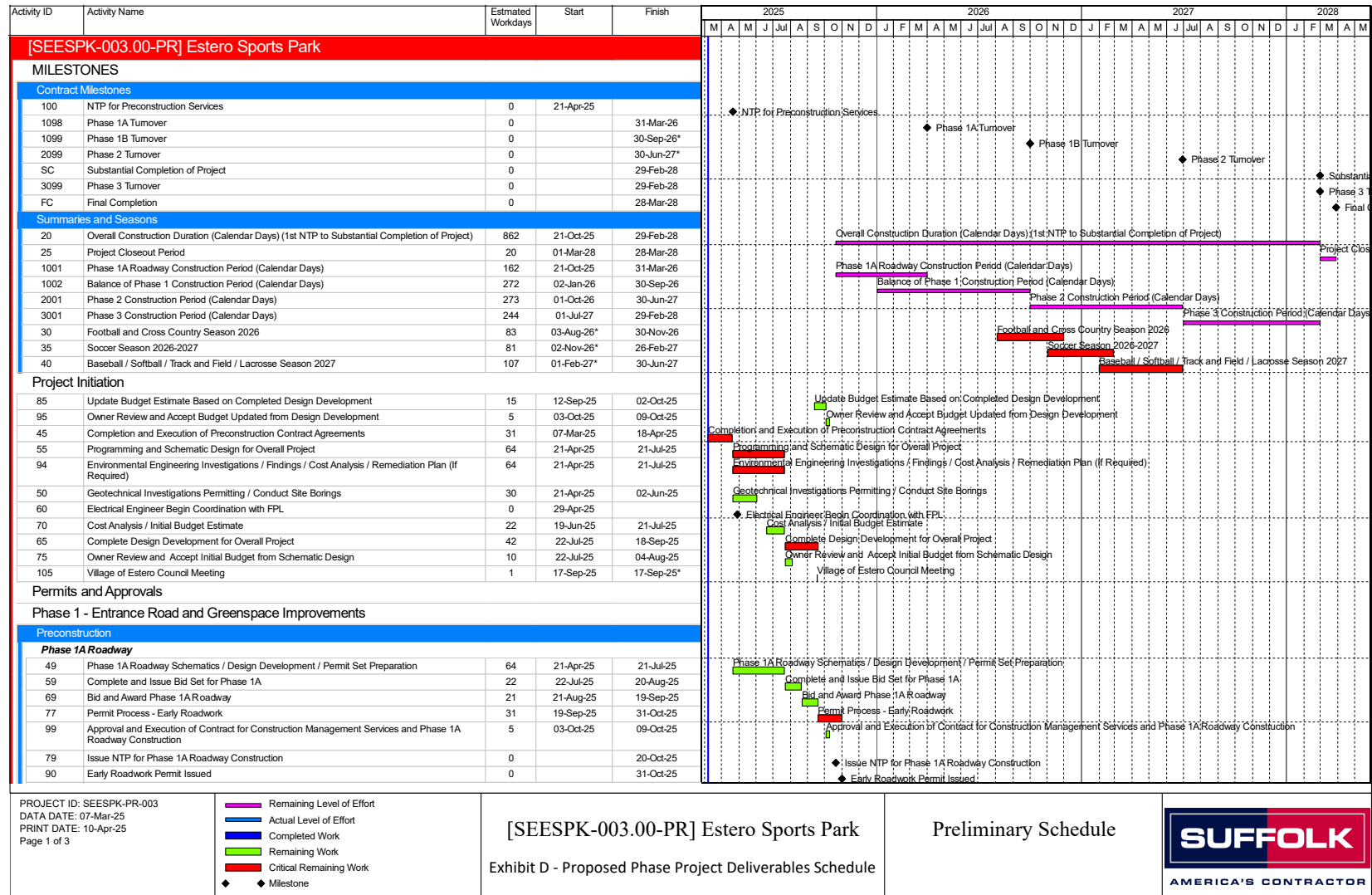
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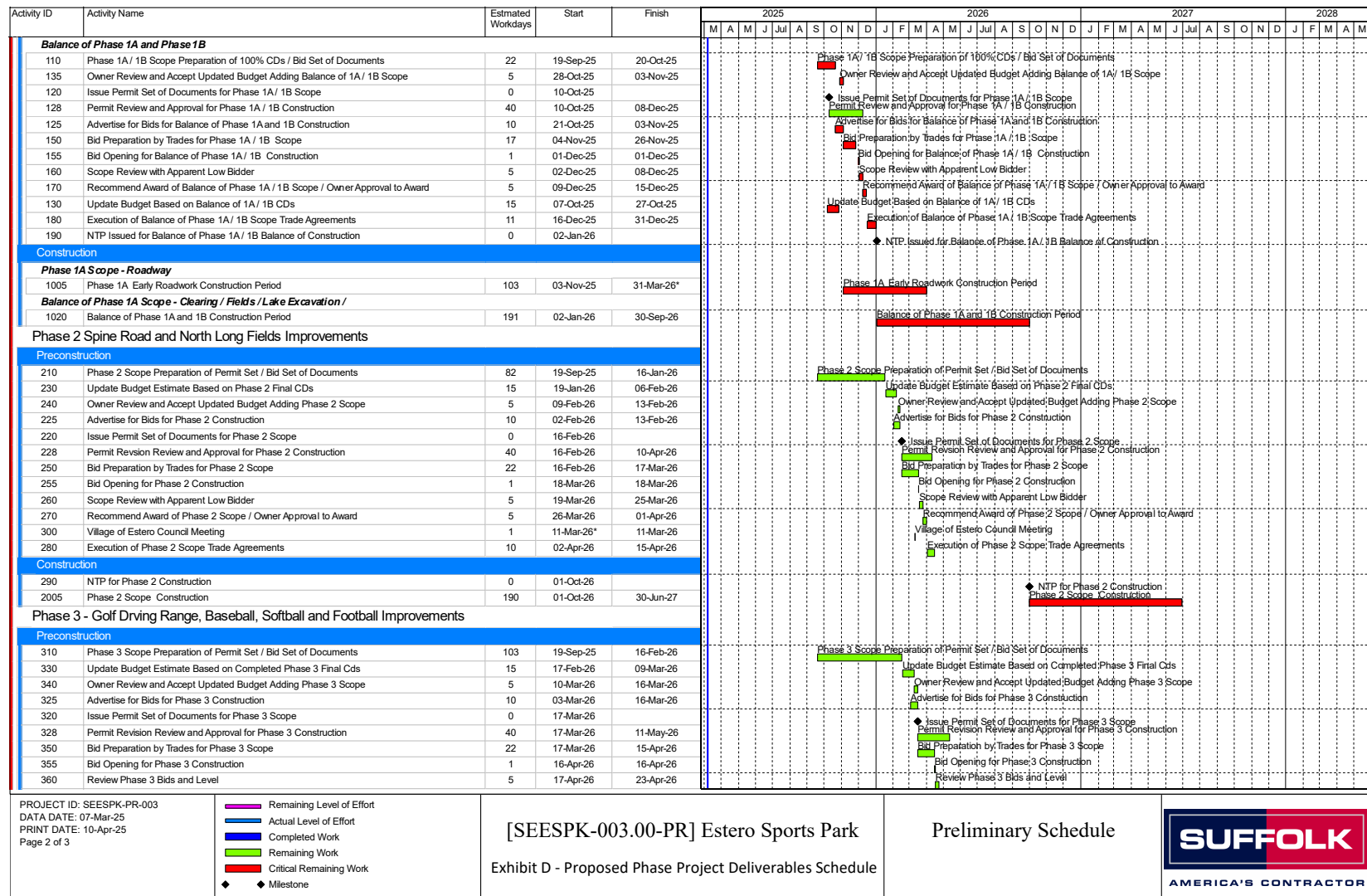
Exhibit B –Fee Summary

	Not To Exceed Cost
Task 1: Information Gathering and Schematic Design	\$1,498,009.16
Task 2: Phase 1 – Entrance Rd, Grass Fields, NE Lake Expansion, and Driving Range	\$623,940.50
Task 3: Phase 2 – Spine Road, Long Fields, and Parking	\$1,682,735.66
Task 4: Phase 3 – Baseball/Softball/Football	\$938,801.68
Total	\$4,743,487.00

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PROJECT ID: SEESPK-PR-003
 DATA DATE: 07-Mar-25
 PRINT DATE: 10-Apr-25
 Page 3 of 3

 Remaining Level of Effort
 Actual Level of Effort
 Completed Work
 Remaining Work
 Critical Remaining Work
 Milestone

[SEESPK-003.00-PR] Estero Sports Park
Exhibit D - Proposed Phase Project Deliverables Schedule

Preliminary Schedule





4/11/2025

Exhibit E – Assumptions and Exclusions

The following scope of work is excluded:

- Topographic and Boundary Survey
- Playground and Splash Pad design
- Threatened and Endangered Species
- Environmental Permitting (Wetlands)
- Construction Engineering Inspection
- No public engagement activities other than those specific described are anticipated in this Scope of Work.
- Phase 1A fields, lake excavation and driving range pad will extend past the March 31, 2026 Entrance Road turnover.
- Phase II ESA and engineering remediation support required by state and federal regulatory agencies. These services would require additional fees. (Dependent on Phase I ESA results)

Information to be provided by Owner

- Site survey in CAD format (if available)
- Any studies, reports, maps, or information that is beneficial to the work of the project.
- Applications and permits issued through South Florida Water Management District and Florida Department of Environmental Protection

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**EXHIBIT 2: GURANTEED MAXIMUM PROCE ADDENEUM (TO BE APPENDED
WHEN GMP ADDENDUM IS APPROVED)**

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES (“GMP Addendum”) is made and entered into this [REDACTED] day of [REDACTED], 2025 (the “Effective Date”), by and between the Village of Estero, a Florida municipal corporation, referred to herein as “Owner”, and the firm of Suffolk Construction Company, Inc., a Massachusetts corporation, referred to herein as “Construction Manager.”

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village of Estero Sports Park (as further defined in the Agreement as the “Project”); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. **Establishment of GMP.** Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. **GMP; Contract Documents.** The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$ [REDACTED]) and the Construction Manager’s Fee ([REDACTED]), is a total of [REDACTED] dollars (\$ [REDACTED]). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

- (a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages _____ through _____, dated _____;

- (b) Exhibit B. Assumptions and Clarifications made in preparing the GMP, pages _____ through _____, dated _____;
- (c) Exhibit C. Project Schedule, pages _____ through _____, dated _____;
- (d) Exhibit D. Unit Prices, pages _____ through _____, dated _____.
- (e) Exhibit E. Certificate(s) of Insurance;
- (f) Exhibit F. Payment and Performance Bond;
- (g) Exhibit J. Standard Forms:
 - 1- Application for Payment
 - 2- Certificate of Substantial Completion
 - 3- Final Reconciliation/Warranty/Affidavit
 - 4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within _____ () days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$ _____ per calendar day, commencing on the thirty-first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion; provided that the total amount of liquidated damages for which the Construction Manager shall be liable shall not exceed an amount equal to one-half (1/2) of the Construction Manager's Fee as set forth in the Schedule of Values. Recovery of such liquidated damages shall be the Owner's sole and exclusive remedy in the event of the Construction Manager's unexcused delay in achieving Substantial Completion or any other date. The Contractor agrees that such liquidated damages will not constitute a penalty, but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due

the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

If early completion incentive is negotiated, insert terms here.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

Suffolk Construction Company, Inc.

Village of Estero

By: _____
Peter Tuffo, President

By: _____
Steve Sarkozy, Village Manager

EXHIBIT 3: THE GENDERAL CONDITIONS

General Conditions

TABLE OF CONTENTS FOR GENERAL CONDITIONS

	<u>Page</u>
Article I-- Definitions.....	GC-1
1.1 Definitions.....	GC-1
A. Acceptance	GC-1
B. Application for Payment.....	GC-1
C. Architect/Engineer	GC-1
D. Change Order	GC-1
E. Compensable Delay.....	GC-1
F. Construction Manager's Personnel	GC-1
G. Construction Services	GC-1
H. Contract Sum	GC-1
I. Construction Team	GC-1
J. Contract Time	GC-1
K. Days	GC-1
L. Defective	GC-2
M. Excusable Delay	GC-2
N. Field Directive	GC-2
O. Final Completion Date	GC-2
P. Float or Slack Time	GC-2
Q. Force Majeure	GC-2
R. Inexcusable Delay	GC-2
S. Non-prejudicial Delay	GC-2
T. Notice to Proceed	GC-2
U. Owner	GC-2
V. Owner's Project Representative.....	GC-2
W. Payment and Performance Bond.....	GC-3
X. Permitting Authority.....	GC-3
Y. Prejudicial Delay.....	GC-3
Z. Progress Report.....	GC-3
AA. Project.....	GC-3
BB. Project Costs.....	GC-3
CC. Project Manager.....	GC-3
DD. Project Plans and Specifications	GC-3
EE. Project Schedule	GC-3
FF. Project Site.....	GC-3
GG. Pre-operation Testing	GC-3
HH. Procurement Ordinance.....	GC-4
II. Punch List Completion Date	GC-4
JJ. Subcontractor	GC-4
KK. Substantial Completion and Substantially Complete	GC-4
LL. Substantial Completion Date	GC-4
MM. Unit Price Work	GC-4
NN. Work	GC-4
OO. Work Directive Change.....	GC-4

Article II-- Relationship and Responsibilities GC-5

2.1 Relationship between Construction Manager and Owner.....	GC-5
<i>A. Purpose</i>	GC-5
<i>B. Construction Team</i>	GC-5
<i>C. Owner's Reliance on Bid (or GMP)</i>	GC-5
2.2 General Construction Manager Responsibilities.....	GC-5
<i>A. Personnel</i>	GC-5
<i>B. Cooperation with Architect/Engineer</i>	GC-6
<i>C. Timely Performance</i>	GC-6
<i>D. Duty to Defend Work</i>	GC-6
<i>E. Trade and Industry Terminology</i>	GC-6
2.3 Project Schedule.....	GC-6
2.4 Construction Services	GC-7
<i>A. Construction of Project</i>	GC-7
<i>B. Notice to Proceed</i>	GC-7
<i>C. Quality of Work</i>	GC-7
<i>D. Materials</i>	GC-8
<i>E. Accountability for Work</i>	GC-8
<i>F. Contract Sum</i>	GC-8
<i>G. Governing Specifications</i>	GC-8
<i>H. Adherence to Project Schedule</i>	GC-8
<i>I. Superintendent</i>	GC-8
<i>J. Work Hours</i>	GC-9
<i>K. Overtime-Related Costs</i>	GC-9
<i>L. Insurance, Overhead and Utilities</i>	GC-9
<i>M. Cleanliness</i>	GC-9
<i>N. Loading</i>	GC-9
<i>O. Safety and Protection</i>	GC-10
<i>P. Emergencies</i>	GC-10
<i>Q. Substitutes</i>	GC-10
<i>R. Surveys and Stakes</i>	GC-11
<i>S. Suitability of Project Site</i>	GC-11
<i>T. Project Specification Errors</i>	GC-12
<i>U. Remediation of Contamination</i>	GC-12
<i>V. Interfacing</i>	GC-13
<i>W. Job Site Facilities</i>	GC-13
<i>X. Weather Protection</i>	GC-14
<i>Y. Performance and Payment Bond</i>	GC-14
<i>Z. Construction Phase; Building Permit; Code Inspection</i>	GC-14
(1) <i>Building Permit</i>	GC-14
(2) <i>Code Inspections</i>	GC-14
(3) <i>Construction Manager's Personnel</i>	GC-15
(4) <i>Lines of Authority</i>	GC-15
<i>AA. Quality Control</i>	GC-15
<i>BB. Management of Subcontractors</i>	GC-15
<i>CC. Job Requirements</i>	GC-16
<i>DD. As-Built Drawings</i>	GC-17
<i>EE. Progress Reports</i>	GC-18
<i>FF. Construction Manager's Warranty</i>	GC-18

<i>GG Apprentices</i>	GC-18
<i>HH Schedule of Values</i>	GC-18
<i>II. Other Contracts</i>	GC-19

Article III-- Compensation..... GC-19

3.1 Compensation	GC-19
<i>A. Adjustments</i>	GC-19
<i>B. Valuation</i>	GC-19
<i>C. Unit Price Work</i>	GC-19
3.2 Schedule of Compensation.....	GC-20
<i>A. Periodic Payments for Services</i>	GC-20
<i>B. Payment for Materials and Equipment</i>	GC-20
<i>C. Credit toward Contract Sum</i>	GC-20
3.3 Invoice and Payment.....	GC-20
<i>A. Invoices</i>	GC-20
<i>B. Additional Information; Processing of Invoices</i>	GC-20
<i>C. Architect/Engineer's Approval</i>	GC-21
<i>D. Warrants of Construction Manager with Respect to Payments</i>	GC-21
<i>E. All Compensation Included</i>	GC-21

Article IV-- Subcontractors..... GC-21

4.1 Subcontracts.....	GC-21
<i>A. Subcontracts Generally</i>	GC-21
<i>B. No Damages for Delay</i>	GC-22
<i>C. Subcontractual Relations</i>	GC-22
<i>D. Insurance; Acts & Omissions</i>	GC-22
4.2 Relationship and Responsibilities	GC-22
4.3 Payments to Subcontractors; Monthly Statements.....	GC-22
<i>A. Payment</i>	GC-23
<i>B. Final Payment of Subcontractors</i>	GC-23
4.4 Responsibility for Subcontractors	GC-23
4.5 Contingent Assignment of Subcontractors	GC-23

Article V-- Changes in Work GC-24

5.1 General.....	GC-24
5.2 Minor Changes in the Work.....	GC-24
5.3 Emergencies.....	GC-24
5.4 Concealed Conditions	GC-24
5.5 Hazardous Materials	GC-25
5.6 Change Orders; Adjustments to Contract Sum.....	GC-25
<i>A. Change Orders Generally</i>	GC-25
5.7 Unit Prices.....	GC-26
5.8 Owner-Initiated Changes	GC-26
5.9 Unauthorized Work.....	GC-26
5.10 Defective Work.....	GC-26
5.11 Estimates for Changes.....	GC-26
5.12 Form of Proposed Changes.....	GC-26
5.13 Changes to Contract Time.....	GC-26

Article VI-- Role of Architect/Engineer GC-27

- 6.1 General.....GC-27
 - A. *Retaining*.....GC-27
 - B. *Duties*.....GC-27
 - C. *Termination*GC-27
- 6.2 AdministrationGC-27
 - A. *Site Visits*GC-27
 - B. *Reporting*GC-28
- 6.3 Interpretation of Project Plans and SpecificationsGC-28
- 6.4 Rejection of Non-Conforming WorkGC-28
- 6.5 Correction of WorkGC-28
- 6.6 Timely Performance of Architect/EngineerGC-28

Article VII-- Owner's Rights and Responsibilities GC-29

- 7.1 Project Site; TitleGC-29
- 7.2 Project Plans and Specifications; Architect/Engineer.....GC-29
- 7.3 Surveys; Soil Tests and Other Project Site InformationGC-29
- 7.4 Information; Communication; Coordination.....GC-30
- 7.5 Governmental BodyGC-30
- 7.6 Pre-Completion AcceptanceGC-30
- 7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.....GC-30
- 7.8 Owner's Project Representative.....GC-31
 - A. *Responsibilities*.....GC-31
 - B. *Limitations*.....GC-31

Article VIII-- Resolution of Disagreements; Claims for Compensation GC-32

- 8.1 Owner to Decide DisputesGC-32
- 8.2 FinalityGC-32
- 8.3 No Damages for Delay.....GC-32
- 8.4 Permitted Claims Procedure.....GC-32
- 8.5 Contract Claims and Disputes.....GC-33
- 8.6 Claims for Consequential Damages.....GC-33

Article IX—Indemnity..... GC-34

- 9.1 IndemnityGC-34
 - A. *Indemnification Generally*.....GC-34
 - B. *Claims by Employees*.....GC-34
- 9.2 Duty to Defend.....GC-34

Article X-- Accounting Records; Ownership of Documents GC-35

- 10.1 Accounting Records.....GC-35
- 10.2 Inspection and AuditGC-35
- 10.3 AccessGC-35
- 10.4 Ownership of Documents.....GC-35

Article XI-- Public Contract Laws	GC-35
11.1 Equal Opportunity Employment	GC-35
<i>A. Employment</i>	GC-35
<i>B. Participation</i>	GC-36
11.2 Immigration Reform and Control Act of 1986	GC-36
11.3 No Conflict of Interest	GC-36
<i>A. No Interest in Business Activity</i>	GC-36
<i>B. No Appearance of Conflict</i>	GC-36
11.4 Truth in Negotiations	GC-36
11.5 Public Entity Crimes	GC-37
Article XII-- Force Majeure, Fire or Other Casualty.....	GC-37
12.1 Force Majeure	GC-37
<i>A. Unavoidable Delays</i>	GC-37
<i>B. Concurrent Construction Manager Delays</i>	GC-37
<i>C. Notice; Mitigation</i>	GC-37
12.2 Casualty; Actions by Owner and Construction Manager.....	GC-37
12.3 Approval of Plans and Specifications	GC-38
12.4 Notice of Loss or Damage	GC-38
Article XIII-- Representations, Warranties and Covenants	GC-38
13.1 Representations and Warranties of Construction Manager.....	GC-38
13.2 Representations of the Owner	GC-41
Article XIV-- Termination and Suspension.....	GC-42
14.1 Termination for Cause by Owner.....	GC-42
<i>A. Nonperformance</i>	GC-43
<i>B. Insolvency</i>	GC-43
<i>C. Illegality</i>	GC-43
<i>D. Rights of Owner</i>	GC-43
14.2 Termination without Cause by Owner	GC-43
<i>A. Release of Construction Manager</i>	GC-43
<i>B. Waiver of Protest</i>	GC-44
14.3 Suspension without Cause	GC-44
14.4 Termination Based Upon Abandonment, Casualty or Force Majeure	GC-44
14.5 Vacation of Project Site; Delivery of Documents.....	GC-44
14.6 Termination by the Construction Manager	GC-44

GENERAL CONDITIONS
of the
CONSTRUCTION AGREEMENT

**GENERAL CONDITIONS
ARTICLE I
DEFINITIONS**

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Construction Manager in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: Weston & Sampson, a Massachusetts corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Construction Manager authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Construction Manager resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, changes in code or laws or regulations in effect at time of GMP Amendment, Excusable Delays or termination for convenience by Owner.

F. Construction Manager's Personnel: The Construction Manager's key personnel designated by Construction Manager.

G. Construction Services: The Construction Services to be provided by Construction Manager pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Construction Manager for Construction Services rendered pursuant to the Contract Documents, as set forth in Construction Manager's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and

GC-1

include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Construction Manager, the Owner, or any other contractor for whom Construction Manager is responsible caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, Force Majeure events, acts of government other than Owner, pandemics or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Construction Manager, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Construction Manager.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Construction Manager fixing the date on which the Contract Time will commence to run and on which Construction Manager shall start to perform the Work.

U. Owner: Village of Estero, a Florida municipal corporation.

V. Owner’s Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

GC-2

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Construction Manager of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Construction Manager to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Construction Manager, or such other individual designated by the Construction Manager, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Construction Manager to

GC-3

demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: Division 3 of Article IV of Chapter 2 of the Village of Estero Code, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Construction Manager, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Construction Manager) or organization retained by Construction Manager to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Construction Manager, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Construction Manager and Owner. The Construction Manager accepts the relationship of trust and confidence established with Owner pursuant to the

GC-4

Contract Documents. The Construction Manager shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner accordance with the Contract Documents. The Construction Manager agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Construction Manager, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Construction Manager, and construction of the Project by the Construction Manager in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Construction Manager, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Construction Manager and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Construction Manager understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Construction Manager acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Construction Manager.

2.2 General Construction Manager Responsibilities. In addition to the other responsibilities set forth herein, the Construction Manager shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Construction Manager represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Construction Manager and the Owner shall be through the Owner's Project Representative and Construction Manager's Project Manager. All of the services required herein shall be performed by the Construction Manager or under the Construction Manager's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Construction Manager's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Construction Manager acknowledges that time is critical for Project delivery. The Construction Manager acknowledges that timely construction utilizing the services of an Architect/Engineer and a Construction Manager requires maximum cooperation between all parties.

GC-5

C. Timely Performance. The Construction Manager shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Construction Manager's services or Work, the Construction Manager shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Construction Manager's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents. It is understood that an item of Work is "reasonably inferable" if the item is known by Construction Manager or reasonably should be known by Construction Manager based on industry standards to be a component of a specific assembly indicated in the Contract Documents. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Construction Manager, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Construction Manager, within ten (10) days after being awarded the Guaranteed Maximum Price Amendment, shall prepare and submit for the Owner's and Architect/Engineer's information a Construction Manager's construction schedule for the Work. Notwithstanding anything to the contrary, the parties acknowledge that the Construction Manager may make modifications to the foregoing construction schedule during the first sixty (60) calendar days following the execution of the Guaranteed Maximum Price Amendment in order to fine tune schedule details with its Subcontractors and suppliers and this updated baseline schedule shall thereafter be utilized to measure schedule performance; provided that the dates for Substantial Completion and Final Completion set forth therein shall not be modified without the Owner's prior written consent. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the

GC-6

approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Construction Manager for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date.

- B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Construction Manager performance and to allow the Owner's Project Representative to monitor the Construction Manager's efforts.
- C. The Project Schedule may be adjusted by the Construction Manager pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- D. The Construction Manager shall prepare a submittal schedule, promptly after being awarded the Guaranteed Maximum Price Amendment and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld (which review shall be conducted in no less than 10 days). The submittal schedule shall (1) be coordinated with the Construction Manager's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Construction Manager fails to submit a submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- E. The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Construction Manager shall provide the following Construction Services:

- A. Construction of Project. The Construction Manager shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Construction Manager to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid subject to the Guaranteed Maximum Price Addendum.

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Construction Manager shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress as demonstrated by a delay of at least fourteen (14) days to the critical path of the Schedule due to Inexcusable Delays, the Owner may order the Construction Manager to increase its efficiency or to improve the character of its Work, and the Construction Manager shall conform to such an order. Any such order shall not entitle Construction Manager to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Construction Manager from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Construction Manager to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Construction Manager shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Construction Manager of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Construction Manager shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Construction Manager, in its role as Construction Manager at Risk, shall be solely accountable for its Work, including plans review and complete submittals. The Construction Manager shall be solely responsible for means and methods of construction.

F. Contract Sum. The Construction Manager shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines as and to the extent included as a Contract Document. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Construction Manager shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Construction Manager in accordance with applicable industry standards. The Construction Manager shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Construction Manager, and communications given to the superintendent shall be as binding as if given to the Construction Manager.

(1) The Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Construction Manager in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Construction Manager shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Construction Manager shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Construction Manager shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Construction Manager shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents or Village Code, all Work at the site shall be performed during regular working hours, and Construction Manager shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. As a Cost of the Work, Construction Manager shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Construction Manager and no extra payment shall be made by Owner on account of such overtime work to the extent such overtime work is due solely to Construction Manager's negligent acts or omissions. At Owner's option, such overtime costs may be deducted from Construction Manager's monthly payment request or Construction Manager's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Construction Manager shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

GC-9

M. Cleanliness. The Construction Manager shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Construction Manager shall remove waste materials, rubbish, the Construction Manager's tools, construction equipment, machinery and surplus materials from and about the Project Site. Construction Manager shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Construction Manager fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Construction Manager.

N. Loading. Construction Manager shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Construction Manager subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Construction Manager shall comply with the OSHA and any local safety regulations. Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Construction Manager shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Construction Manager shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Construction Manager shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Construction Manager shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Construction Manager's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Construction Manager, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Construction Manager shall give Owner prompt written notice if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive

Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Construction Manager shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish at Construction Manager's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Construction Manager shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

- (1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- (2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Construction Manager to furnish at Construction Manager's expense a special performance guarantee or other surety with respect to any substitute.
- (3) As a Cost of the Work, Construction Manager shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Construction Manager shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of

GC-11

structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Construction Manager shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Construction Manager shall govern and execute the Work. The Construction Manager shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Construction Manager.

S. Suitability of Project Site. The Construction Manager will prior to GMP Amendment satisfy itself as to the visible or otherwise disclosed nature and location of the Work and all other such matters which can in any way affect the Work, including, but not limited to details pertaining to borings to the extent provided to Construction Manager, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Construction Manager has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data to the extent disclosed or included as a Contract Document, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any visible or otherwise disclosed Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Construction Manager, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Construction Manager shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Construction Manager's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Construction Manager recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination for which the Owner recognizes Construction Manager is not responsible. Because the presence or extent of any contamination is not known, Construction Manager shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. Construction Manager shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Construction Manager agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
- (2) Construction Manager, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead

GC-12

operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).

- (3) Construction Manager and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. The Construction Manager, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
- (4) All direct costs of remediation services incurred by the Construction Manager and its Subcontractors.
- (5) Construction Manager, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3) and Section 2.4.U(4), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.
- (6) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.4.
- (7) Construction Manager and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (8) Construction Manager shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

- (1) The Construction Manager shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Construction Manager shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Construction Manager shall arrange for all job site facilities required and necessary to enable the Construction Manager and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Construction Manager shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Construction Manager shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Construction Manager shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Construction Manager of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Construction Manager to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase: Building Permit; Code Inspections. Unless otherwise provided, Construction Manager shall obtain and pay for all construction permits and licenses. Owner shall assist Construction Manager, when necessary, in obtaining such permits and licenses. Construction Manager shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Construction Manager shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Construction Manager when and where necessary.
- (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Construction Manager shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Construction Manager or as provided in the contract between Construction Manager and Subcontractor.
- (3) Construction Manager's Personnel. The Construction Manager shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Construction Manager to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Construction Manager Personnel to whom the Owner has reasonable objection, without liability to the Construction Manager.
- (4) Lines of Authority. To provide general direction of the Work, the Construction Manager shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Construction Manager and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

AA. Quality Control. The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Construction Manager shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Construction Manager shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Construction Manager and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Construction Manager shall solely control the Subcontractors. The Construction Manager shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Construction Manager shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Construction Manager shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Construction Manager, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Construction Manager shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Construction Manager shall provide each of the following as a part of its services hereunder:
 - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
 - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
 - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
 - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

GC-16

- (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
- (f) Provide a quality control program as provided under Section 2.4.C above;
- (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
- (h) Provide for travel to and from its home office to the Project Site and to those other places within Lee County as required by the Project;
- (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
- (j) Maintain at the job site or web-based orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;
- (k) Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
- (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
- (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Construction Manager's compliance with the approved progress schedule and schedule of shop drawing submissions;
- (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

GC-17

- (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
 - (p) Cooperate with Owner in the administration of grants.
- (2) The Construction Manager shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- (a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
 - (b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Construction Manager shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Construction Manager due hereunder, the Construction Manager shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Construction Manager and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Construction Manager shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Construction Manager shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Construction Manager's Warranty. The Construction Manager warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

GC-18

- (1) Construction Manager shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers (excluding manufacturer warranties) shall be paid by the Construction Manager, to include any costs and attorney's fees incurred in warranty-related litigation between Construction Manager and any Subcontractors.
- (2) The Construction Manager shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Construction Manager shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
- (3) At the Owner's request, the Construction Manager shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Construction Manager employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Construction Manager shall support the values with data which will substantiate their correctness.

II. Other Contracts. Excepting Work covered by Construction Manger's building permit, the Owner reserves the right to let other Contracts in connection with this Work. The Construction Manager shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Construction Manager for performing the Work. All duties,

GC-19

responsibilities and obligations assigned to or undertaken by Construction Manager shall be at Construction Manager's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below;
or
- (2) By mutual acceptance of lump sum; or
- (3) On the basis of the cost of the Work, plus a negotiated Construction Manager's fee for overhead and profit. Construction Manager shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Construction Manager differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Construction Manager believes that it has incurred additional expense as a result thereof; or
- (4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- (5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

GC-20

A. Periodic Payments for Services. The Construction Manager shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Construction Manager's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Construction Manager shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Construction Manager's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Construction Manager is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Construction Manager to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Construction Manager for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Construction Manager and certifying the amount thereof that has been properly incurred and is then due and payable to the Construction Manager, and identifying with specificity any amount that has not been properly incurred and that should not be paid. Architect/Engineer shall certify the amount requested by the Construction Manager within seven (7) days of its receipt of the Application for Payment. If the Architect/Engineer is unable to certify payment in the amount of the Application, the Architect/Engineer will notify the Contractor and Owner of any amounts it cannot certify, and make a revised Certificate of Payment. In the event the Architect/Engineer determines to make such revised Certificate of Payment, Architect/Engineer shall also issue a written, itemized list of specific items for which it is withholding certification, the bases therefore and the specific dollar amounts withheld for each such item. All undisputed amounts shall be certified for payment by the Architect/Engineer.

D. Warrants of Construction Manager with Respect to Payments. The Construction Manager warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Construction Manager, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as “liens”; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Construction Manager or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Construction Manager or any other person.

E. All Compensation Included. Construction Manager’s compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Construction Manager’s officers, partners and/or employees, general operating expenses incurred by Construction Manager and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV SUBCONTRACTORS

4.1 Subcontracts. At the Owner’s request, the Construction Manager shall provide Owner’s Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to Owner at the election of Owner, upon termination of Construction Manager, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers’ compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as a limited intended third-party beneficiary of the subcontract for enforcement of warranties after Substantial Completion.

(1) A Subcontractor is a person or entity who has a direct contract with Construction Manager to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide a provision consistent with the following:

“LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.”

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be consistent with Construction Manager's standard form subcontract and design consultant agreements. The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Construction Manager.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, and subject only to Section 3.3 of the Agreement, the Construction Manager is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any such Subcontractor shall not relieve Construction Manager from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Construction Manager.

4.3 Payments to Subcontractors; Monthly Statements. The Construction Manager shall be responsible for paying all Subcontractors from the payments made by the Owner to Construction Manager pursuant to Article III, subject to the following provisions:

A. Payment. The Construction Manager shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Construction Manager on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Construction Manager's contract

GC-23

with such Subcontractor. The Construction Manager shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Construction Manager, the Construction Manager shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Construction Manager have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, and subject only to Section 3.3 of the Agreement, Construction Manager shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Construction Manager just as Construction Manager is responsible for Construction Manager's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Construction Manager to the Owner, provided that:

- (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Construction Manager in writing; and
- (2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Construction Manager's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all the successor contractor's obligations under the subcontract.

ARTICLE V

GC-24

CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Construction Manager and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Construction Manager; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Construction Manager shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be affected by written order signed by the Architect/Engineer and shall be binding on the Owner and Construction Manager. The Construction Manager shall abide by and make such minor changes. Such changes shall be affected by a Field Directive. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Construction Manager, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Construction Manager on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Construction Manager shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Construction Manager in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Construction Manager encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Construction Manager shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Construction Manager shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Construction Manager encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Construction Manager submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Construction Manager to stop Work in the area affected and delays Work, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Construction Manager.

If Owner and Construction Manager are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Construction Manager, provided it receives a written Work Directive Change signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Construction Manager shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Construction Manager shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change

Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Construction Manager, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Construction Manager shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

Pending final determination of the total cost of a Work Directive Change to the Owner, the Construction Manager may request payment for Work completed under the Work Directive Change in Applications for Payment. The Architect/Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect/Engineer determines, in the Architect/Engineer's professional judgment, to be reasonably justified. The Architect/Engineer's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article VIII. Notwithstanding the foregoing, Construction Manager shall not be required to proceed with a Work Directive Change if the aggregate of the outstanding, unpaid Work Directive Change exceeds \$250,000.

5.9 Unauthorized Work. Construction Manager shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Construction Manager shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Construction Manager for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Construction Manager shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Construction Manager shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

GC-27

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Construction Manager. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God, Excusable Delay and Compensable Delay. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. Subject to Section 3.3, the Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ (or cause to be employed) a successor Architect/Engineer as to whom the Construction Manager has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the

GC-28

Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Construction Manager or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Construction Manager shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Construction Manager shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby and reimbursable as a Cost of the Work subject to available contingency.

6.6 Timely Performance of Architect/Engineer. The Construction Manager shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Construction Manager shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Construction Manager. Notwithstanding the foregoing, The Architect/Engineer's responses to submittals and shop drawings shall be provided no later than ten (10) days after receipt of the same and responses to requests for information shall be provided no later than five (5) days after receipt of the same. If Architect/Engineer claims that Construction Manager's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Construction Manager in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Construction Manager believes that Architect/Engineer is not providing timely

GC-29

services or responses, Construction Manager shall notify Owner of same in writing not less than two (2) weeks before Construction Manager believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Construction Manager shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Construction Manager that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Construction Manager shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Construction Manager will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Construction Manager's services hereunder and otherwise ready for printing. The Construction Manager shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Construction Manager to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Construction Manager. Construction Manager shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Construction Manager, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Construction Manager shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Construction Manager shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions.

GC-30

Owner shall not be responsible for any delay or damages to the Construction Manager for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Construction Manager and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Construction Manager and shall advise Construction Manager of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Construction Manager's services. Construction Manager shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Construction Manager's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Construction Manager is notified in writing of any such change. Owner and Architect/Engineer may not communicate directly with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project without the direct involvement of Construction Manager, and then only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Construction Manager. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Construction Manager recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Construction Manager has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

- (2) The Construction Manager, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Construction Manager and dealings with Subcontractors shall only be through or with the full knowledge of Construction Manager.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Construction Manager, working principally through Construction Manager's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Construction Manager for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Construction Manager, Subcontractors or Construction Manager's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

ARTICLE VIII RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 Damages for Delay. If at any time Construction Manager is delayed in the performance of Construction Manager's responsibilities under the Contract Documents as the result of an Excusable Delay or Compensable Delay, including but not limited to default or failure to perform in a timely manner by Owner or Owner's agents or employees, Construction Manager shall not be entitled to any damages except for additional compensation for its increased Cost of Work specifically authorized in Article III, and Section 6.1 of the Agreement. For Concurrent Delays, Construction Manager's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Construction Manager from any available remedy against any responsible party other than Owner. Construction Manager shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Construction Manager, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Construction Manager must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Construction Manager was aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Construction Manager shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Construction Manager, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Construction Manager are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Construction Manager to proceed with the Work via Work Change Directive. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Construction Manager of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by a court of competent jurisdiction.

8.6 Claims for Consequential Damages. The Construction Manager and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (2) damages incurred by the Construction Manager for principal office expenses including compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, and agents (excluding the Architect/Engineer and Architect/Engineer's consultants) and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Construction Manager, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Construction Manager, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Construction Manager or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Construction Manager shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Construction Manager and other persons employed or utilized by the Construction Manager in the performance of the Work. So long as Construction Manager, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Construction Manager shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Construction Manager's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Construction Manager pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Construction Manager's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Construction Manager reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Construction Manager under the Contract Documents shall be delivered to and become the property of the Owner. The Construction Manager at its own expense may retain copies for its files and internal use.

ARTICLE XI PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Construction Manager shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin,

GC-36

disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 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.

11.3 No Conflict of Interest. The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Construction Manager, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Construction Manager's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Construction Manager is furnishing its services required hereunder.

B. No Appearance of Conflict. The Construction Manager shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Construction Manager has provided the Affidavit of No Conflict, incorporated into the Contract Documents, as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Village Manager or designee, a conflict of interest is deemed to exist or arise during the term of the Village Manager or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Construction Manager certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due

GC-37

to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Construction Manager.

11.5 Public Entity Crimes. The Construction Manager is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Construction Manager comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, Adverse Weather Event, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed. Construction Manager shall also be entitled to a Change Order for any increase in the Cost of Work for its extended general conditions costs and general requirements costs as a result of a Force Majeure Event.

B. Concurrent Construction Manager Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, a Compensable Delay or Excusable Delay, and during the same time period a delay is caused by Construction Manager, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Construction Manager, or to the Construction Manager if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Construction Manager. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Construction Manager shall promptly make proof of loss; and Owner and Construction Manager shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The

GC-38

Construction Manager shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Construction Manager, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Construction Manager covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others (or receipt by Construction Manager in the case of Builder's Risk proceeds), based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Construction Manager and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum (wherein any Builder's Risk insurance proceeds received by Construction Manager shall be credited against); and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Construction Manager as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Construction Manager shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Construction Manager will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Construction Manager as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Construction Manager determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

GC-39

13.1 Representations and Warranties of Construction Manager. The Construction Manager represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Construction Manager is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with Peter Tuffo as the primary qualifying agent. Construction Manager has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Construction Manager is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Construction Manager enforceable against the Construction Manager in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Construction Manager, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Construction Manager or any partner, officer, or agent of the Construction Manager which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Construction Manager.

D. The Construction Manager has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Construction Manager, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Construction Manager.

E. Neither Construction Manager nor any agent or person employed or retained by Construction Manager has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Construction Manager shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Construction Manager or which are the responsibility of the Construction Manager to fulfill. The Construction Manager shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Construction Manager, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Construction Manager under the Contract Documents shall be in effect, the Construction Manager shall cause to occur and to continue to be in effect those instruments,

GC-40

documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Construction Manager.

I. The Construction Manager shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Construction Manager warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Construction Manager shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Construction Manager's expense unless Construction Manager has given Architect/Engineer timely notice of Construction Manager's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Construction Manager from Construction Manager's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Construction Manager fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Construction Manager to stop the Work, or any portion thereof and terminate payments to the Construction Manager until the cause for such order has been eliminated. Construction Manager shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Construction Managers performing additional Work and an appropriate deductive change order shall be issued. Construction Manager shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Construction Manager fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may subject to Construction Manager's Sureties' prior rights, correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Construction Manager from all or part of the site, take possession of all or part of the Work, Construction Manager's tools, construction equipment and machinery at the site or for which Owner has paid Construction Manager but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Construction

Manager in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Construction Manager shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Construction Manager does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Construction Manager. Failing payment by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Construction Manager that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which

GC-42

question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Construction Manager in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice as outlined below to the Construction Manager should Construction Manager fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner.

A. Nonperformance. If the Construction Manager fails to timely perform any of his obligations under the Contract Documents, including any obligation the Construction Manager assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials preventing Construction Manager from performing in the time and manner required by the Contract Documents, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any critical path activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor as and when due under applicable agreements, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction which have a negative impact on the Project, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform such obligation, make good such deficiencies and perform such actions or otherwise commence and continuously effectuate a cure of such default. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such

GC-43

deficiencies, and the Construction Manager's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Construction Manager as a result of its breach.

B. Insolvency. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Construction Manager and its surety, if any, fourteen (14) days written notice, and during which period the Construction Manager fails to cure the violation, terminate the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Construction Manager to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Construction Manager.

C. Illegality. Owner may terminate the Agreement if Construction Manager disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Construction Manager (and the Surety, if there is one) seven (7) days written notice to cure and Construction Manager fail to commence and continuously effectuate a cure of such default, terminate the services of Construction Manager for cause; and subject to Construction Manager's Sureties' prior rights: (i) exclude Construction Manager from the Project site and take possession of the Work and of all Construction Manager's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Construction Manager for trespass or conversion); and/or (ii) incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Construction Manager but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Construction Manager shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct costs of completing the Work exceed the unpaid balance of the Contract Sum, Construction Manager shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Construction Manager's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its Village Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Construction Manager. In the event of such termination for convenience, the Owner shall compensate Construction Manager for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, and all costs incurred by reason of the termination, including but not costs attributable to termination of Subcontracts, subject to the terms and conditions of Section 3.1. The Construction Manager shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on

GC-44

Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Construction Manager. As a condition of Owner's termination rights provided for in this subsection, Construction Manager shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Construction Manager hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Construction Manager, which will fix the date on which Work will be resumed. Construction Manager shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Construction Manager makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Construction Manager abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Construction Manager its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, and subject to Construction Manager's Sureties' prior rights, Construction Manager shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Construction Manager may or may not have against the Owner. Upon termination, and subject to Construction Manager's Sureties' prior rights, the Construction Manager shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Construction Manager. If, through no act or fault of Construction Manager, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to timely act on any Application for Payment or fails to pay Construction Manager any undisputed sum then due; then Construction Manager may, upon fourteen (14) days written notice to Owner terminate

GC-45

the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to timely act on any Application for Payment or Owner has failed to make any payment as aforesaid, Construction Manager may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

GC-46

Exhibit A
Project Plans/Drawings

Exhibit B
Project Technical Specifications

Exhibit C
Affidavit of No Conflict

Exhibit D
Construction Manager's Certificate(s) of Insurance

Exhibit E
Construction Manager's Payment and Performance Bond

EXHIBIT 4: RFP 100625 (INCLUDING ADDENDA)



100625 Addendum 2

Estero Sports Park CMAR

Issue Date: 12/2/2024

Questions Deadline: 12/17/2024 11:00 AM (ET)

Response Deadline: 1/15/2025 11:00 AM (ET)

Contact Information

Contact: Steve Gillette

Address: Procurement Manager

9401 Corkscrew Palms Cir

Estero, FL 33928

Phone: 239 (221) 5035

Event Information

Number: 100625 Addendum 2
 Title: Estero Sports Park CMAR
 Type: Request for Proposal
 Issue Date: 12/2/2024
 Question Deadline: 12/17/2024 11:00 AM (ET)
 Response Deadline: 1/15/2025 11:00 AM (ET)

Notes: The Village of Estero, FL in good faith invites the submission of qualifications from interested and qualified individuals, corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide professional services to serve as the **Estero Sports Park CMAR**. The Firm must furnish all labor, materials, equipment, and incidentals required to complete all work to the Village's quality standards. Solicitation documents and deadlines are available at <https://estero.ionwave.net/HomePage.aspx> All bids/proposals must be submitted sealed and online in the IONWWAVE system. Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to submit a bid. Persons with disabilities requiring reasonable accommodation to participate in any aspect of this ITB should contact the Village Clerk at (239) 221-5035 as promptly as possible to allow the Village to examine the request and determine what, if any accommodations are possible.

Ship To Information

Address: 2nd Floor
 9401 Corkscrew Palms Cir
 Estero, FL 33928

Billing Information

Contact: Accounts Payable
 Address: 9401 Corkscrew Palms Cir
 Estero, FL 33928
 Email: accountspayable@estero-fl.gov

Bid Activities

Posting of Final Addenda

12/18/2024 11:00:00 AM (ET)

Bid Attachments

2024.11.24 Estero Sports Park Master Plan Priority Map Updated.png

[Download](#)

Master Plan Phasing

Bid Documents.pdf

[Download](#)

Main Bid Documents

Addendum #1 & 2 Summary.pdf

[Download](#)

Addendum 2 update summary

xx Form Lobbying Affidavit.docx

[Download](#)

Lobbying Affidavit

xx Form Non-Collusion Affidavit.docx

[Download](#)

Non-Collusion Affidavit

UEP CMAR Agreement - Wright RME edits accepted draft format.docx

Download

Draft CMAR Agreement

Requested Attachments

Certificate of Insurance

(Attachment required)

Vendor's Certificate of Insurance showing coverage of all required insurance.

W9

(Attachment required)

Vendor's W9

Sections of Proposal

(Attachment required)

Required Submittal Tabs Listed in Section F of this Solicitation

Lobbying Affidavit

(Attachment required)

Upload this form found in Attachments

Non-Collusion Affidavit

(Attachment required)

Upload this form found in Attachments

Bid Attributes

1	Addendum # 1 Acknowledgement Addendum #1 was issued, and I acknowledge reading and understanding the changes before I submitted my proposal. ☐ I have read and accept (Required: Check if applicable)
2	Addendum # 2 Acknowledgement Addendum # 2 was issued, and I acknowledge reading and understanding the change before I submitted my bid. A summary of the changes is as follows: A question was entered by the Buyer and answered On page 8 under "Tab 3" Staff Qualifications & Experience. "Landscape Architect" should be included in the Team Organization Chart and Key Personnel sections Clarifying that truck road network and entry way is to be excluded from the RFP and the remaining landscaping to be provided by the CMAR. The Village however, reserves the right to remove landscape architecture from the final agreement. ☐ I have read and accept (Required: Check if applicable)
3	Questions and Answers Addendum Acknowledgement Questions and Answers were published, and I acknowledge reading and understanding the changes before I submitted my proposal. ☐ I have read and accept (Required: Check if applicable)

4 Are there any modifications or deviations from solicitation specifications?

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the Bidder/Proposer being declared nonresponsive or to have the award of the bid/proposal rescinded by the Village.

If no modifications indicated enter N/A, otherwise list modifications here:

(Required: Maximum 4000 characters allowed)

5 Conflict of Interest Disclosure

Bidder/Proposer certifies that this submission has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

If no ownership conflicts enter N/A, otherwise enter ownership conflicts here.

(Required: Maximum 4000 characters allowed)

6 Drug Free Certification

In accordance with Florida Statutes § 287.087, Bidder/Proposer hereby certifies that the Company does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under proposal, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ I Accept and Certify
(Optional: Check if applicable)

7 Vendor List Certifications

The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists. Bidder/Proposer is certifying they are NOT on the following Vendor lists as maintained by the Florida Department of Management Services:

Florida Statute 287.1346	Forced Labor Vendor List (Awarded Firm required to provide Affidavit)
Florida Statute 287.133	Convicted Vendor List/Public Entity Crimes
Florida Statute 287.134	Discriminatory Vendor List
Florida Statute 287.1351	Suspended Vendor List
Florida Statute 287.137	Antitrust Violator List
Florida Statute 287.135	Scrutinized List of Prohibited Companies
Florida Statute 287.057(1-3)	Federal Excluded Parties List

☐ I Accept and Certify
(Required: Check if applicable)

8 E-Verify Certification

Your Firm and your subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021

☐ I Accept and Certify
(Required: Check if applicable)

Bid Lines

1	Pre-GMP Proposed Cost <i>(Response required)</i>		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Price: \$
			Total: \$
	Item Notes: The pre-GMP fee to the Village associated with delivering the requested pre-GMP services shall be detailed in this tab and will not be reviewed by the Village until Village selects its top ranked firms with which to begin negotiations. Said pre-GMP services shall include all Design Team fees.		
Supplier Notes: ☐ Additional notes <i>(Attach separate sheet)</i>			

Supplier Information

Company Name:

Contact Name:

Address:

Phone: _____

Fax:

Email: _____

Supplier Notes

As an authorized representative of the Bidder/Proposer, I have carefully examined this solicitation which includes details and information for interested firms. I hereby propose to provide the items and/or services requested in this solicitation and certify that all information contained in my submission is truthful to the best of my knowledge. I agree to hold pricing for at least 150 calendar days to allow the Village time to properly evaluate bids/proposals. I agree that the Village terms and conditions herein will take precedence over any conflicting terms and conditions submitted with my bid/proposal and I agree to abide by all conditions of this solicitation. Bidder/Proposer agrees to furnish all labor, materials, equipment, and other incidental items, facilities, and services necessary in full accordance with this solicitation. If awarded, the Bidder/Proposer is ready, willing, and able to perform the work for the unit pricing indicated and, as applicable, will complete all work within the time limits and schedule as specified for the pricing awarded. Bidders/Proposers must demonstrate to the satisfaction of the Village that the minimum qualifications set forth in this solicitation have been met. Up to date and current firm contact information is the sole responsibility of the submitting firm.

Print Name _____

Signature



PROCUREMENT OFFICE
9401 CORKSCREW PALMS CIRCLE ESTERO, FL 33928

REQUEST FOR PROPOSAL (RFP) # 100625
for
ESTERO SPORTS PARK CMAR

Issue Date: 12/02/2024

Pre-Proposal Meeting: None

Question Cutoff Date: 12/17/2024 11:00 AM

Posting of Final Addendum: 12/18/2024

Close Date: 01/06/2025 11:00 AM

Notice of Competitive Opportunity. The Village of Estero invites the submission of proposals from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida to compete to provide the items and/or perform the services specified in this Request for Proposal (RFP). Solicitation documents are available at <https://estero.ionwave.net/Homepage.aspx>.

Accommodation Of Disabilities: Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the Village Clerk's Office as promptly as possible to allow the Village to examine the request and determine what if any accommodations are possible.

ADA Compliance: To ensure the Village complies with ADA accessibility requirements, all Proposal documents submitted must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CAD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi. Pursuant to the Florida Electronic Signature Act, officers or authorized agents of Proposers are authorized to sign Proposals electronically in the s/ First Last format.

Location and population: The Village of Estero is located in Lee County, Florida. The Village's population is approximately 38,000 residents. The Village consists of approximately 25 square miles.

Form of Government: The Village is a Florida municipal corporation governed by a seven-

member Village Council and operates under the established Village Charter. The Village's operations are managed by a Village Manager.

Pre-Proposal Meeting. A pre-proposal meeting and site visit may be scheduled at the date, time, and location of the Procurement Office listed above. All times listed are Eastern Standard Time. The purpose of the pre-proposal meeting will be to discuss the requirements and objectives of this RFP is to answer any questions for potential proposers that may have questions about the RFP. At the pre-proposal meeting, the Village will attempt to answer all questions asked in the meeting or received online. However, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the RFP is issued by the Procurement Office.

Questions and Clarification Requests. Inquiries or requests for clarifications of any information contained in the RFP must be received no later than the Question Cutoff Date posted on this solicitation. All questions pertaining to this RFP must be submitted through IONWAVE in the questions and answers section of this solicitation. This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious selection process.

Public Opening of Proposals. The Village is accepting sealed electronic proposals in IONWAVE due by the date and time posted on this solicitation. Proposals sent in any manner other than electronically via IONWAVE will not be accepted. Hard copies, faxed proposals, and electronically submitted proposals sent directly to the Village will not be accepted. Proposals must be in IONWAVE prior to the deadline for submission. Proposers are responsible for taking all necessary steps to ensure that their proposal is uploaded before the due date and time. The Village is not responsible for technology and/or any other issues that cause the proposal deadline to be missed. Proposals will be opened publicly.

Pursuant to Florida Statutes § 119.071(1)(b)(2), sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Disadvantaged Business Enterprise. DBE/WBE/MBE certified companies are encouraged to submit a proposal. The Village, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement will be afforded full and fair opportunity to submit proposals in response to this solicitation and no businesses will be discriminated against on the grounds of race, color, national origin, (including limited English proficiency), creed, sex, (including sexual orientation and gender identity), age, or disability in consideration for an award.

Notice of Funding Source. This project is funded in whole by local funds.

Notice of Certifications and Affidavits. This document includes a Notification of Required Forms, Certifications and Affidavits in Section H that outlines required documents from the Proposer.

Designated Procurement Contact: As provided above, all questions related to this RFP must be submitted via Ionwave. To the extent a prospective Proposer determines it must communicate with the Village regarding this RFP in a manner not provided for by the Ionwave process, such

communication MUST be ONLY with the Village's Designated Procurement Contact (DPC):

Steve Gillette
Procurement Manager
9401 Corkscrew Palms Circle
Estero, FL 33928
gillette@estero-fl.gov
Office: (239) 221-5035

Communication with any other employee, agent or official will be considered a violation of the Village's no-lobbying rule (see Section C Terms and Conditions).



B. INTRODUCTION

Village of Estero Sports Park

The Village of Estero Parks, Recreation, and Open Space Master Plan recommended the creation of an active sports park around Estero High School. Consistent with this recommendation, the Village of Estero has worked to assemble approximately 100 acres of property which includes 46.7 acres of Village owned property and 52.8 acres of School District of Lee County property which has been leased to the Village.

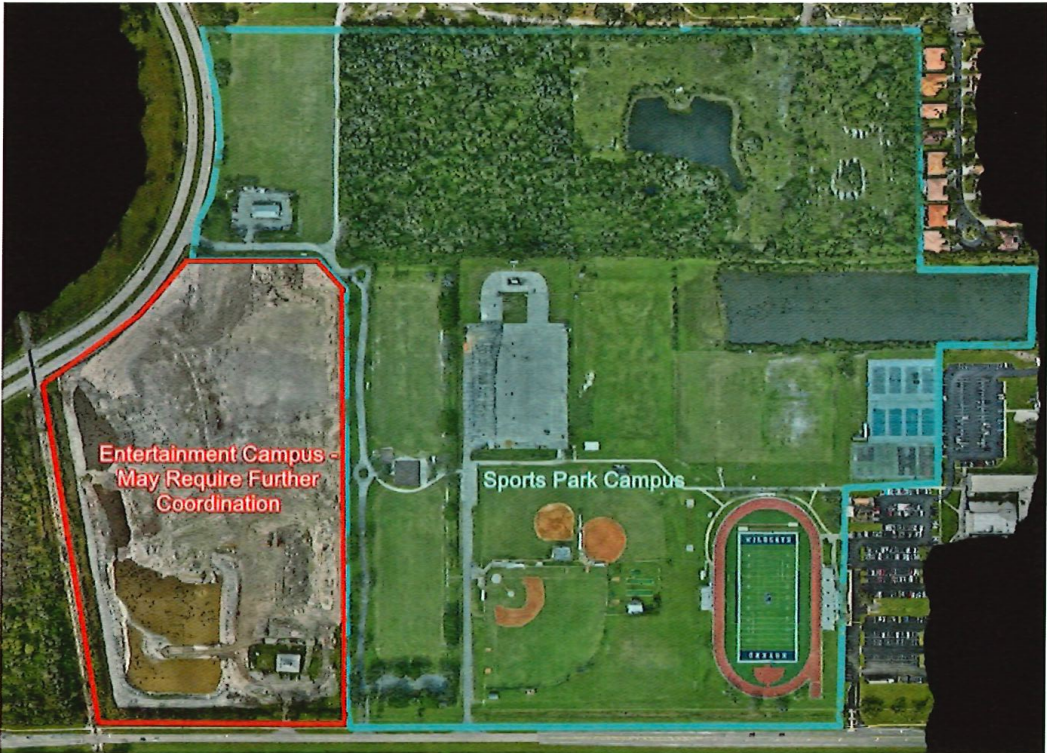


Figure 1 – Property Location Map

The Concept Design:

The conceptual design, as shown in Figure 2, includes a section of three multi-use sports fields on the northern part of the property with shared stadium seating between both fields. West of these show a parking lot neighboring the future development site and an event lawn south of the multi-use fields. To the east there is a pond bordered with two pavilions and a crossing boardwalk. South of this pond lies a JROTC Tower, Shot Put/Pole Vault and a Flex Lawn with the Estero High School football stadium even further South. Centering on the master plan sits a baseball and softball field with baseball/softball stands in-between both and two smaller ponds to the south. The baseball/softball fields both neighbor a driving range with an adjacent "Entertainment Campus" that may require further coordination with the Sports Park in future design discussion.

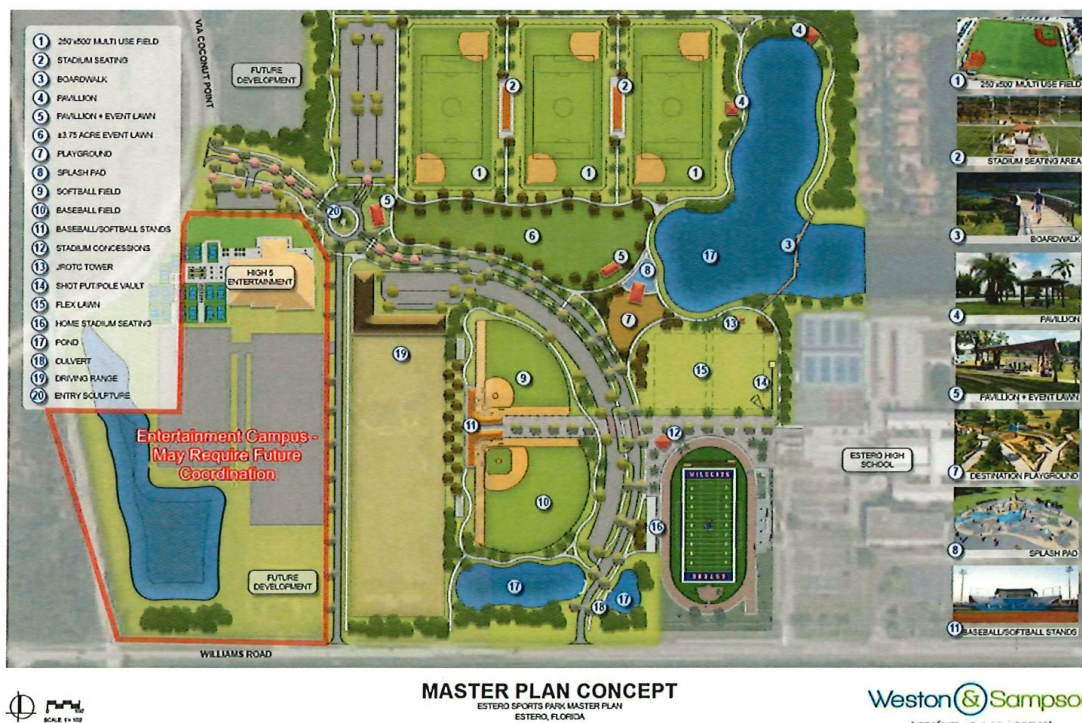


Figure 2 – Project Concept Map
*Concept design subject to change

This Request for Qualifications (RFQ) is for a Construction Management at Risk that includes pre- construction and construction services, which are summarized below.

Pre-Construction Services (including but not limited to):

- Overall Project Management & Coordination
- Park Design
- Engineering Design
- Architecture Design (including MEP & Structural)
- Landscape Architecture Design
- Athletic Field Design
- Pathway Design
- Construction Plans
- Permitting (Village of Estero & Lee County Utilities)
- SFWMD Permitting will be handled by the Village of Estero. Permit modifications may be required.
- Utility Coordination
- Bidding
- GMP Preparation

Construction Services (including but not limited to):

- Mobilization
- MOT
- Clearing
- Excavation
- Fill
- Utilities construction and coordination
- Drainage
- Roadway & Parking lots
- Site Lighting
- Sport Field construction
- Landscaping & Irrigation
- Trails
- Buildings

For consideration, responses to this request must contain evidence of the Proposer's experience and ability to perform the specified services identified within this RFP. Proposers must be found by the Village to be responsible (meaning the proposer is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance), and must submit a responsive proposal (meaning a proposal that fully conforms in all material respects to the RFP and all of its requirements, including requirements as to form and substance).

The Village is seeking proposals from qualified construction managers (Proposers) to provide construction management services with a Guaranteed Maximum Price (GMP) for the construction of the Project referenced above. Upon successful negotiations, the selected Proposer will become the Construction Manager (CM).



C. GENERAL TERMS & CONDITIONS PROPOSAL

No Lobbying; Required Affidavit. Village Code § 2-189 provides:

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.**

As part of its proposal submission, each Proposer must submit the attached Affidavit acknowledging the foregoing Code provision and attesting compliance therewith.

Non-Collusion Affidavit. As part of its proposal submission, each Proposer must submit the attached Non-Collusion Affidavit.

Conflict of Interest Disclosure. As part of its proposal submission, each Proposer must submit the attached certification confirming that the proposal was not influenced by or the result of collusion with any other actual or potential Proposer, and is not otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

Anti-Discrimination/Equal Employment Opportunity. The successful Proposer will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or

national origin.

Vendor List Certification. The Village requires a certification from Proposer that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

Florida Statute provide Affidavit)	287.1346	Forced Labor Vendor List (Awarded Firm required to
Florida Statute	287.133	Convicted Vendor List/Public Entity Crimes
Florida Statute	287.134	Discriminatory Vendor List
Florida Statute	287.1351	Suspended Vendor List
Florida Statute	287.137	Antitrust Violator List
Florida Statute	287.135	Scrutinized List of Prohibited Companies
Florida Statute	287.057(1-3)	Federal Excluded Parties List

Rules, Regulations, Laws, Ordinances and Licenses. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, local laws, or regulations/requirements as they may apply. Any involvement with the Village of Estero shall be in accordance with but not limited to:

Public Record.

Pursuant to Florida State Statute 119.071(2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Local Government Prompt Payment Act.

In addition to any other invoicing and payment terms the Parties may negotiate, invoice payments will be subject to the Florida Local Government Prompt Payment Act, Florida Statutes § 218.70, et seq.

Public Bid Disclosure.

Per Florida Statute 218.80, there are no permit fees for this project, therefore permitting fees to be paid for by contractor is zero dollars.

E-Verify Employment Eligibility.

In accordance with Florida Statute 448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. An E-Verify Memorandum of Understanding (MOU) Verification document is required to be submitted when responding to this solicitation.

Contracting with Entities of Foreign Countries of Concern Prohibited.

Pursuant to Florida Statute 287.138(2), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business in a foreign

country of concern.

Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c). The Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates this section.

Prohibition Against Considering Social, Political, Or Ideological Interests in Government Contracting. In accordance with Florida Statute 287.05701 the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

Inspector General Cooperation.

In accordance with Florida Statutes § 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Purchase by other Public Agencies. Pursuant to Village Code § 2-184(b)(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.

Accommodation of Disabilities. Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the Village Clerk's Office as promptly as possible to allow the Village to examine the request and determine what if any accommodations are possible.

Acceptance and Rejection. In accordance with Village Code § 2-178, the Village reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the Village. The Village may award sections individually or collectively whichever is in its best interest.

Additional Terms & Conditions. The Village reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and

specifications.

Award. A contract award may be made to any Proposer which successfully completes negotiations with the Village.

Committee Meetings & Information. Notice of the Evaluation Committee meetings will be posted with reasonable advanced notice (generally 72 hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Village Hall, a link to which may be found on the Village's web page: <https://estero-fl.gov/for-businesses/rfp/rfq/>. Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

Deviation from Specification. Any deviation from specifications must be clearly stated, explained in detail and accepted by the Village in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

Informalities. The Village reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not, the informality is minor.

Information and Literature. Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

Pricing. If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

Proposal Acknowledgement. By submitting a proposal, the proposer certifies that it has completely reviewed the RFP and has full knowledge of the scope, nature, and quality of work to be performed.

Proposer Expenses. The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal. No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Village will not pay a retainer or similar fee. The Village is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The Village will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The Village will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

Responsible Proposer. A contractor, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.

Responsive Proposer. A contractor, business entity or individual which has submitted a proposal

that fully conforms in all material respects to the RFQ/RFP and all of its requirements, including requirements as to form and substance.

Compliance with Federal Standards. All items to be purchased under the contract must be in accordance with all governmental standards, to include, but not be limited to, those related to disposal of chemicals and hazardous materials, protection of waterways, and those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Tax Exemptions. The Village of Estero is tax exempt. The Village's tax-exempt number is 85-8016684668C-2.

Trade Secrets. As set forth in Village Code § 2-186, the Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the Village will not be aware that a proposal, or other response to a procurement solicitation contains such information. Therefore, 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. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the Village will, to the extent possible, cooperate in any court action a 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 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 the Public Records Act. In the event any record is requested under the Public Records Act, procurement staff will consult with the Village's legal counsel and, if Village legal counsel agrees with the designation, the Village will assert the exemption and redact the relevant materials. If the Village's counsel disagrees with the designation, Village staff will inform the proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The Village notes that absent some unusual justification, a proposer's contract price shall not constitute a trade secret.



D. EVALUATION PROCEDURES

These evaluation procedures set forth the process and criteria the Village intends to use to identify a Proposer with which it would then begin negotiations. To facilitate the evaluation process, Proposers shall ensure they fully respond to all required information in their proposals, and include sufficient information to allow the Village to thoroughly evaluate their proposals. Pursuant to Florida Statutes § 255.103, a governmental entity must select a construction management entity pursuant to the process provided by Florida Statutes § 287.055.

Subsequent to the end of the proposal submission deadline, Village procurement staff will open all evaluations and begin review of each to ensure each proposal has included all required information (the responsiveness review), and that the Proposer possesses the base qualifications set forth in the RFP necessary to be minimally qualified to propose (the responsibility review). The Village procurement staff will then convey all responsive and responsible proposals to the members of an Evaluation Committee.

The Village Manager will appoint an Evaluation Committee the membership of which may include the Village Manager, Village procurement staff, and other relevant stakeholders and subject matter experts. The Evaluation Committee members will first evaluate the written proposals individually.

The Evaluation Committee may choose to conduct oral interviews with, and/or receive oral presentations from, one or more of the Proposers. If the Evaluation Committee chooses to allow oral interviews and/or presentations, pursuant to Florida Statutes § 286.0113(2)(b), any portion of an Evaluation Committee meeting at which a Proposer makes a presentation, or at which the Proposer answers questions, or during which the Evaluation Committee discusses negotiation strategies, may be closed to the public (including other competing Proposers or their agents). If the Evaluation Committee chooses to conduct oral interviews and/or to receive presentations, Proposers will be informed whether such portions of the meetings will be closed to the public. If the Village elects to close any such portions of the Evaluation Committee's work, the Village will ensure a recording of such portions will be made in accordance with the statute.

If presentations are requested, the Procurement Manager will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

While the Village reserves the right, in its absolute discretion, to alter the Evaluation Committee's procedures to best address the needs of the Village, as a general matter, Proposers which are asked to make presentations and/or to take committee questions will be allotted roughly equal time. Typically, such sessions are conducted in three sequential parts: formal presentations, questions and answers, and Evaluation Committee discussion. While oral interviews/presentations are often provided to afford Proposers an opportunity to demonstrate their abilities and clarify their proposals, Proposers are on notice that the Evaluation Committee may elect not to receive oral

presentations, or to conduct question and answer sessions related to this solicitation. Therefore, Proposers are strongly encouraged to include as much information as possible in their written proposals so that oral presentation or question sessions may be conducted as efficiently, effectively and economically as possible.

While the Evaluation Committee will evaluate proposals which have been reviewed for responsiveness and responsibility based upon any criteria the committee determines are appropriate and in the Village's best interests, the following criteria are identified as being particularly relevant to this solicitation, and are set forth in the statute:

- Ability of professional personnel
- Ability, capacity, and skill of the Proposer to perform the work and satisfy the contractual agreement.
- Whether the firm is a minority business enterprise as defined by the Florida Small and Minority Business Assistance Act
- Past performance
- The sufficiency of the financial resources and ability of the Proposer to provide service for the term of the contract, including extensions
- Willingness to meet time and budget requirements
- Proposer's location
- Recent, current and projected workloads of the proposing firms
- Volume of work previously awarded each firm previously awarded by the Village

Proposers submitting the required criteria will have their proposals evaluated by an Evaluation Committee and ranked for the non-price factors listed above. Weights for cost and location will not be assigned by the Evaluation Committee.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the Village will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

During the evaluation process and at the sole discretion of the Village, requests for clarification of one or more Proposer submittals may be conducted. This request for clarification may be performed by the Village in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Village may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual rankings for the non-price factors.

Once the Evaluation Committee has evaluated the proposals, the Evaluation Committee will select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services which will be approved by Village Council. Once approved, the Village will then negotiate a contract with the most qualified firm to perform the CM services under such terms and conditions as the Village determines is fair, competitive, and reasonable.

Should the Village be unable to negotiate a satisfactory contract with the firm considered to be the

most qualified at terms the Village determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The Village will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Village will terminate negotiations and then undertake negotiations with the third most qualified firm.

Should the Village be unable to negotiate a satisfactory contract with any of the selected firms, the Village will select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached or the Village cancels the competitive process.



E. FORM OF AGREEMENT

While the final agreement will be subject to negotiations, the Village intends to begin negotiations with its standard form of agreement, incorporating the Village's General Conditions and form of Payment and Performance Bond. These documents are appended to this RFQ and incorporated herein.



F. REQUIRED SUBMITTALS-PORCTIONS OF PROPOSAL

Tab 1 – Submittal Letter

Tab 2 – Firm Qualifications & Experience

In this section, Proposers shall provide documentation to demonstrate the firm's experience performing work proposed under the contract.

The Proposers shall include the following information:

- **Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.
- **Proposed Subcontractors.** Submit information to demonstrate the qualifications and experience of subcontractors proposed to perform any portion of the following work on this project.
 - Architect
 - Civil Engineer

Information on additional sub-consultants

Related Experience. In this section, Proposers shall submit a written narrative describing at least three (3) contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Proposers must include; Company Name and Contact, description of services performed, length of contract, contract value and time frame of performance.

- **References.** Provide at least three (3) references familiar with your company operations and experience.
- **Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Proposer as well as Key Personnel.

Tab 3 – Staff Qualifications & Experience

In this section, Proposers shall provide documentation to demonstrate the project team's experience performing work under the contract.

The Proposers shall include the following information.

- **Team Organizational Chart.** Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members. This should include at a minimum the CMAR firm team members, **architect, and civil engineer.**
- **Key Personnel.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed. Key personnel should include the CMAR project manager, architect, and civil engineer.

Tab 4 – Project Approach

Proposed Approach & Methodology. In this section, Proposers shall provide a written narrative describing the proposed approach and methodology for performing the services required for this Project. The narrative must provide a synopsis of the Proposer's understanding of the scope of services and the intent of the Project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely Project using the most cost-effective solutions and best practices. Include in this section the Firm's approach to project cost control.

Proposed Work Schedule. Submit a proposed work schedule that includes a timeline showing how the phases of the Project will be planned and constructed both in the pre-and post-GMP phases of the Project.

Schedule Control Narrative. Submit a written narrative of the Proposer's project management methods to establish, monitor, and track the coordination of subcontractors and ability to meet schedules in a timely manner.



G. PHASING-COSTS-BUDGET

Construction Manager Fee. The Village will negotiate with the top ranked firm until a successful agreement is executed. The preconstruction and construction services fee will be a “Not to Exceed” fee.

Owner Direct Purchases. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Village reserves the right to require the CM to assign some or all of its subcontracts or other agreements with material suppliers directly to the Village. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Village. The Village saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Village elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

Preconstruction & Design Services Phase. During the pre-construction phase, the design team shall provide the following documents for the Village to review:

- Initial Concept Review
- 30% Plans
- 60% Plans
- 100% Plans
- 50% Construction Details & Specifications
- 100% Construction Details & Specifications.
- Construction administration services

Cost Monitoring. The CM will monitor costs incurred for the Preconstruction Phase separately from costs incurred against the GMP during the Construction Phase. The CM will be required to assist in developing the various aspects of the budget for the project, including architecture/engineering and construction.

Project Phasing. The Village anticipates multiple phases of construction. The Village may benefit if the construction is divided into phasing components in addition to any phasing indicated in this RFP. Examples of possible phasing components are: demolition, hazardous material abatement, placement or relocation of underground utilities, site preparation.

Phasing components shall be identified during the pre-construction phase by the CM and proposed by the CM to the Village. The Village’s goal in reviewing with the phasing with CM is to minimize costs and/or expedite the completion project and use of each parcel to be conveyed to the private operators.

Construction Cost Estimates. The CM shall provide construction phase cost estimates at a minimum, at the following points in the project process:

Concept Plan review with the Engineer
 30% Plans
 60% Plans
 100% Plans

Project Budget. The CM, in collaboration with the Engineer, will be required to provide a construction design budget. The CM and Engineer will also be required to provide to the Village as a supplement to the design, additive and deductive alternatives to meet the project scope requirements.

The Guaranteed Maximum Price (GMP) is the maximum price that the Village and the CM agree upon as the payment for providing and/or installing all the work associated with the scope of the project.

Construction Phase. As will be detailed in the agreement, when the design has reached a point of sufficient finality, the CM will be required to develop and present a GMP Proposal detailing the CM's proposed GMP, and detailing the components thereof. The Village would then either accept, reject, or negotiate the proposed GMP. When the Parties are in agreement, a GMP Addendum (in the form provided by the Village) will be executed. Prospective Proposers should note that, given the importance of timely completion of the Work, the CM will be required to agree to a liquidated damages provision for unapproved delays. The daily liquidated damages amount will be negotiated when the Parties negotiate the GMP, and will be reflected in the GMP Addendum.

The Village will reserve the right to approve the subcontractor trade selection process and vendors, and may attend any and all meetings related to this process. The CM will participate in regular progress meetings with the Village, and provide reports as needed/requested. The CM will be required to provide photo documentation of the work for each phase or project location.

The CM will be required to agree that its books are open for audit by the Village as they are related to the project. Unless otherwise agreed in the contract, Owner shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof certified by Design Professional and approved by Owner for payment, whichever is less, until the Project has reached 50% completion. Upon 50% completion, the Construction Manager may request that the Village pay up to one half of the retainage then held by the Village for properly conducted work. If Village does not dispute the proper delivery of services, then the Village shall make such payment. Once 50% completion is reached, the Village shall only retain up to 5% of each progress payment. Such sum shall be accumulated and not released to Construction Manager until final payment is due. Owner reserves the right to reduce such retainage after substantial completion.

Permit Disclosure Information. Pursuant to Florida Statutes § 218.80, at least 10 days prior to requiring the CM to submit a GMP Proposal for the project, the Village will disclose each permit or fee which the CM will have to pay before or during construction, the dollar amount or the percentage method or the unit method of all permits or fees which may be required by the local government as a part of the contract, and a listing of all other governmental entities that may have additional permits or fees generated by the project.



H. NOTIFICATION OF REQUIRED FORMS, CERTIFICATIONS, OR AFFIDAVITS

This solicitation requires the submission of the following Forms, Certifications or Affidavits:

Required Forms:

Certificate of Insurance

Vendor's W9

All information requested in the Required Submittals Section F and submitted in tabs 1-4

All information requested in Section G (Phasing Costs-Budget)

Notice of Automatic Certification Listed in Terms within this Solicitation:

Compliance with Laws/Non-Discrimination

Conflict of Interest

Attribute Certifications required in IONWAVE:

Various Certifications both required and not required that are assigned as Attribute responses in the solicitation.

Signed Affidavit Forms Attached in this bid and required to be submitted:

Lobbying Affidavit (Form 3)

Non-Collusion Affidavit (Form 7)



INSURANCES, IDEMNIFICATIONS, BOND REQUIREMENTS

Insurance Requirements. Bidders/Proposers should furnish proof of insurance or a written statement of assurance of Vendor's ability to meet the insurance coverage types and limits indicated below. No agreement will be approved or entered pursuant to this solicitation until all insurance coverage(s) indicated as required herein have been obtained.

Insurance / Bond Type	Required Limits
☒ Automobile Liability:	Coverage must be afforded under a per occurrence policy including coverage for owned, hired and non-owned vehicles. Combined single limit will be <u>\$1,000,000</u>
☒ Commercial General Liability:	Coverage shall be afforded under a per occurrence policy form. <u>\$1,000,000</u> Single Limit per Occurrence <u>\$2,000,000</u> General Aggregate <u>\$2,000,000</u> Products/Completed Operations Aggregate <u>\$1,000,000</u> Personal and Advertising Injury Liability
☒ Employer's Liability:	\$1,000,000 Each accident \$1,000,000 Disease each employee \$1,000,000 Disease Policy Limit
☒ Worker's Compensation:	Florida Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.
☒ Professional Liability:	Also referred to as Errors & Omissions \$1,000,000 Single Limit per Occurrence \$2,000,000 General Aggregate
☐ Pollution Legal Liability	Pollution Legal Liability Insurance shall be maintained by Bidder and providing complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties, for losses caused by pollution conditions that arise from the operations of the contractor, with limits of at least \$2,000,000 each occurrence and \$4,000,000 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for: (a) third-party claims for on and off-site bodily injury and property damage; and

Insurance / Bond Type	Required Limits
	(b) claims resulting in bodily injury, property damage or cleanup costs.
☒ Builder's Risk	A Builder's Risk policy covering the loss or damage to the assets prior to their acceptance by the Village with a policy limit of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.
☐ Cyber Liability	Successful Bidder must maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) with limits of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two (2) years thereafter for services completed during the term of the agreement.
☐ Other Insurance Required	Liquor Liability Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Garage Keeper's Liability Coverage shall be required if the maintenance, servicing, cleaning or repairing of any motor vehicles is inherent or implied within the provision of the contract. Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage. Aircraft Liability Coverage must be carried in limits of not less than \$5,000,000 for each occurrence. Warehouse Legal Liability Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Motor Truck Cargo Policy - per agreement Property Insurance - per agreement

All Bidders should furnish proof of acceptable insurance. A copy of the Bidder's current insurance certificate or a statement from the Bidder's insurance company verifying the Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

No agreement will be approved or entered pursuant to this ITB until all insurance coverage(s) indicated herein have been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Bidder. The successful Bidder must obtain and submit to the DPC within five (5) calendar days from the date the Notice of Intent to Award (or if no NOI, then Notice

of Award) is issued, proof of the foregoing required minimum insurance coverages on a standard ACORD form. The insurance provided will include coverage for all parties employed by the Bidder. At the discretion of the Village, all insurance limits may be re-evaluated and revised at any time during the term of the Agreement.

Additional Insured. The Village shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The Village of Estero, and its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers. Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Village in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Bidder from potential insurer insolvency.

Waiver of Subrogation. Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful Bidder and its insurers in favor of the Village on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance. Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful Bidder must furnish the Village with a certificate of insurance using an ACORD form and containing the solicitation number with Village of Estero named as an additional insured on the applicable coverage. A current insurance certificate or a statement from the successful Bidder's insurance company verifying the ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida.

Policy on Request. When requested in writing by the Village, the successful Bidder will provide the Village with a certified copy of all applicable insurance policies.

Change in Coverage. The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Village Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. If the successful Bidder fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful Bidder.



Bid Bond If this box is checked, pursuant to Florida Statutes § 255.051, a bid must be accompanied by a bid bond or a certified check or cashier's check on a solvent bank or trust company, made payable to the Village of Estero, in an amount of five percent (5%) of the Bidder's bid or the stated project value (whichever is greater), as a guarantee that, if the Bid is accepted, the Bidder will take all subsequent steps to finalize the Village's contract documents and to begin to perform under the contract, including furnishing a Payment and Performance Bond to the Village. To be eligible to submit a bid, on the date of bid submission, a Bidder must hold as current and in good standing all licenses, certificates, and registrations (including DBPR licensure and Division of Corporations registration). **Pursuant to Florida Statutes § 489.131, Bids submitted for the construction, improvement, remodeling, or repair of public projects must be accompanied**

by evidence that the Bidder holds the required and/or appropriate current certificate or registration, unless the work to be performed is exempt under Florida Statutes § 489.103.

The Village of Estero reserves the right to reject any or all bids and to waive any informalities in the bid and/or Bid Bond. Acceptance or rejection of bids will be made as soon as practicable after the bids are opened, but the Village reserves the right to hold bids for ninety (90) days from the date of opening.



Payment and Performance Bond. If this box is checked. Pursuant to Florida Statutes § 255.05, the contractor must secure an appropriate payment and performance bond from a Surety qualified to conduct business in Florida. The payment and performance bond shall be in the form as provided by the Village. To be acceptable to the Village, a Surety must comply with the following minimum provisions:

- a. Sureties must be authorized to do business in Florida
- b. Attorneys-in-Fact who sign bid bonds or payment and performance must file with the bond a certified copy of their Power of Attorney to sign such bond.
- c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.
- d. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

Sureties rated through A.M. Best shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company. Further, surety must have fulfilled all of its obligations on all other bonds previously given to the Village of Estero.



PROCUREMENT OFFICE
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

**REQUEST FOR PROPOSAL (RFP) # 100625
for
ESTERO SPORTS PARK CMAR**

Addendum # 1 Issued 12/20/2024

Attached Appendix Planning Map

Addendum # 2 Issued 1/3/2025

A question was entered by the Buyer and answered

On page 8 under "Tab 3" Staff Qualifications & Experience. "Landscape Architect" should be included in the Team Organization Chart and Key Personnel sections.

EXHIBIT 4: CONSTRUCTION MANAGER'S PROPOSAL

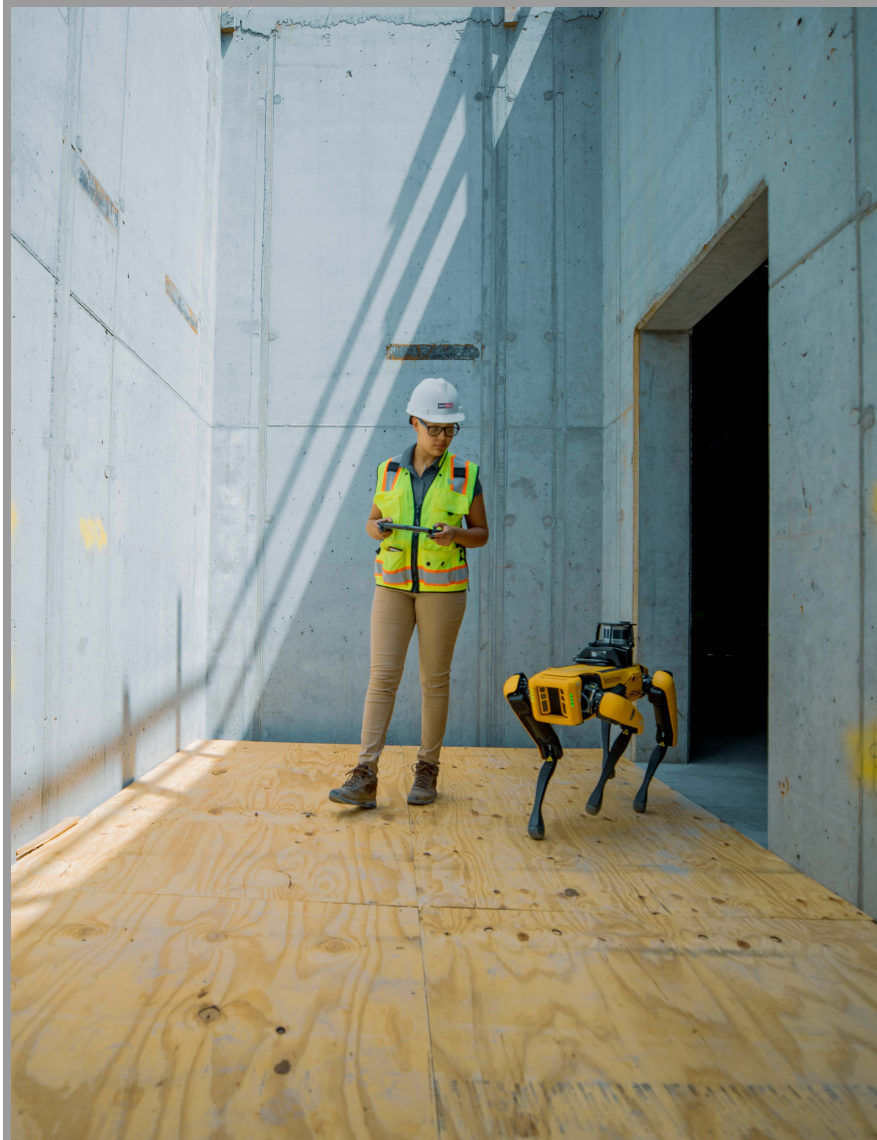
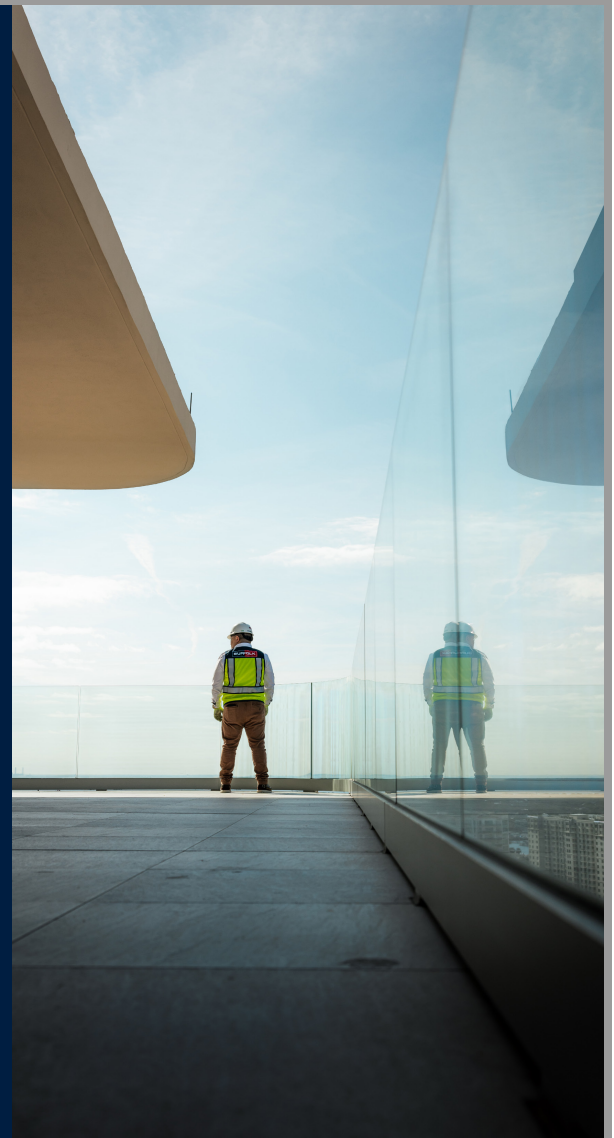


Table of Contents

- 01 Submittal Letter
- 02 Firm Qualifications & Experience
- 03 Staff Qualifications & Experience
- 04 Project Approach
- 05 Required Forms

01

Submittal Letter



Our team brings over 20 years
of strong collaboration and
extensive, relevant expertise.

\$4B

in SWFL Construction Last 5 Years

35

years working in
SWFL

250+

Total Employees in SWFL

Our proven expertise
and deep regional
ties make us the clear
choice to build the
Estero Sports Park.



PEREZ
PLANNING +
DESIGN, LLC

RE: Estero Sports Park

Proposal for CM-at-Risk Services

Dear Members of the Selection Committee,

We are pleased to submit our proposal for Construction Manager at Risk (CMAR) services to the Village of Estero for the Estero Sports Park project. In partnership with Weston & Sampson Engineers, Perez Planning + Design, and Schenkel Shultz Architects, Suffolk brings a unique combination of hyper-local engagement, specialized expertise in park and athletic facility design and construction, and a seamless, collaborative approach to project management. We are committed to delivering a world-class sports park that reflects the Village of Estero's vision and serves its residents for generations.

Deep Local Roots and Community Engagement:

Suffolk is proud to be a part of the Southwest Florida community, with a regional office in the Village of Estero and over 150 team members who actively engage with and support our local community. As a Village of Estero Chamber member, we are deeply invested in fostering strong relationships and supporting local initiatives. Our entire design team also live and work in the region, providing an unmatched understanding of local priorities. This proximity ensures responsive communication and a shared commitment to the success of this project, grounded in the values and needs of the Estero community.

Extensive Experience in High-Performance Parks & Athletic Facilities:

Suffolk's track record in athletic facility construction speaks for itself. We have delivered state-of-the-art projects ranging from venues like professional athletic fields such as Gillette Stadium, home of the Patriots, to high school campuses such as Gateway High School in Lee County. Over the past two decades, Suffolk's team has worked closely with the School District of Lee County, building educational and athletic facilities that enhance student experiences and community engagement. This history of almost 25 years, underscores our expertise and long-standing partnership with the district. Our expertise includes artificial turf systems, advanced drainage solutions, and complex multi-field configurations, ensuring the Estero Sports Park meets the highest standards for durability, safety, and performance. Weston & Sampson Engineers' athletic field design expertise, Perez Planning + Design parks expertise and Schenkel Shultz Architects' extensive portfolio of high school projects further strengthen our team's capabilities in this critical area.

Design and Project Management Expertise:

Suffolk excels in managing the design process to align with client goals and project requirements. Our in-house design management team, supported by over 20 years of relationships with the design firms and Suffolk leadership, ensures seamless integration of ideas and solutions, optimizing workflows and fostering innovation. Partnering with Weston & Sampson Engineers and Schenkel Shultz Architects, our proven pull-planning methodology streamlines project timelines, optimizes permitting and construction workflows, and minimizes disruption on active campuses. This comprehensive approach ensures an efficient and responsive design process that meets the Village of Estero's needs from initial schematics to final delivery.

We are honored by the opportunity to contribute to the future of Estero through this significant project. Suffolk, in collaboration with Weston & Sampson Engineers, Perez Planning + Design, and Schenkel Shultz Architects, is fully prepared to deliver a cutting-edge sports park that reflects the pride and aspirations of the Village of Estero. We look forward to partnering with you to bring this vision to life.

Sincerely,

Peter Tuffo, President, Gulf Coast of FL
Suffolk | 10600 Chevrolet Way, Suite 301, Estero, FL 33928
ptuffo@suffolk.com, 239.671.2085

1/15/2025

Procurement Office
9401 Corkscrew
Palms Circle
Estero, FL 33928

SUFFOLK

02

Firm Qualifications & Experience



Team Organizational Chart

Our team is strategically structured to ensure the success of The Village of Estero's Sports Park project.

We have carefully considered all major scopes and firms to ensure the successful delivery of a high-quality sports park that aligns perfectly with the Village of Estero's vision.

Scope	Suffolk	Weston & Sampson	Perez Planning+ Design	Schenkel Shultz	Burgess Brant	Bortak	Velocity	KCI
Overall Project Management	x							
Park Design		x						
Civil Engineering Design		x						
MEP					x			
Structural		x						
Architecture Design				x				
Landscape Architecture Design			x					
Athletic Field Design		x						
Pathway Design			x					
Construction Plans		x						
Permitting (Village of Estero & Lee County Utilities)		x						
Utility Coordination		x						
Bidding	x							
GMP Preparation	x							
Scheduling	x							
Estimating	x							
Virtual Design & Construction	x							
Community Outreach	x							
Design Management	x							
Value Analysis	x							
Overall Design Visioning			x					
Interior Design				x				
Demolition Bid Documents		x						
Lighting Design					x			
MOT Plans		x						
Irrigation						x		
Geotech							x	
Survey								x

Construction & Design Management



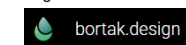
Design Coordination, Civil, Site, Structural and Aquatics



Landscape Architect

Perez
Planning +
Design, LLC

Irrigation



Architect & Interior Design



Geotech



MEP Engineer



Survey



SUFFOLK

Firm Qualifications & Experience

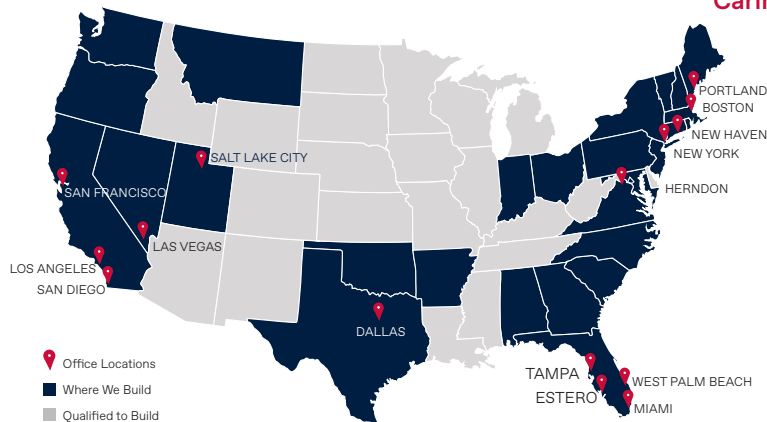
Suffolk Overview

Redefining how America builds

We are America's Contractor.

As the country's leader in providing sophisticated building expertise, safety, innovation, and investment, we help clients achieve their dreams — always working with integrity, professionalism, and respect for the clients, employees, and communities we serve.

**Passion
Integrity
Hard work
Professionalism
Caring**



- Founded in 1982
- Privately owned company led by Chairman, CEO and sole proprietor John Fish
- \$6.25 billion annual revenue
- \$1 billion single bonding capacity; \$5.5 billion total bonding capacity
- 2,800 employees
- Locations:** Boston, New York City, New Haven, Miami, West Palm Beach, Tampa, Estero, Dallas, Los Angeles, San Francisco, San Diego, Portland, Herndon, Salt Lake City, Las Vegas
- Sectors:** Commercial, Residential, Hospitality, Federal/Government, Life Sciences, Healthcare, Higher-Ed, K-12, Mission Critical, Aviation/Transportation, Gaming, Advanced Technology
- Capabilities:** Preconstruction, Construction Management, Design-Build, General Contracting

Awards & Rankings

Engineering News Record
#8 Top 100 Green Contractors

Fortune
Top 10 Best Large
Workplaces in Construction





**SWFL
Presence**

#1

Builder in SWFL

\$3.2B

in Local Construction
in the Last Five Years

150+

Local Industry
Professionals

20+

Years Building in SWFL



Lee Health's Golisano Children's Hospital Mother's Day Care Packages



Annual Toy Drive for Lee County Children



Annual Bike Build and Donation for Lee County School Children

Supporting our communities when it matters most

Making a Positive Impact

Suffolk supports initiatives that address the greatest challenges facing our communities. No matter where we live or work, we are dedicated to making a positive impact.



The **Suffolk Cares Foundation** supports organizations and initiatives that tackle the biggest challenges facing our neighborhoods. We are dedicated to collaborating with those who build community and redefine what's possible every day. Focus areas include:

- **Empowering Young People:** Helping provide students with access to cutting-edge educational experiences
- **Building Healthy Communities:** Supporting organizations in healthcare and social services transform neighborhoods into thriving communities



Giving Circle is Suffolk's employee-driven nonprofit—the only nonprofit of its kind in our industry—which offers support to members of the extended Suffolk community during times of personal hardship and tragedy. That community not only includes Suffolk and Liberty employees but extends to our trade partners and their families as well.



Firm Qualifications & Experience

Our integrated design and construction approach creates lower costs, faster schedules, and safer sites

Creating an experience that establishes a foundation of trust and transparency, achieves all project goals, and **safely delivers your project on-time and on-budget** is our main objective. Leveraging modeling technologies, our innovative approach centers around earlier collaboration with the design team, document finalization, and the sharing of real-time information with trade partners to execute at the highest level of quality in the field.

Understanding Your Goals

Our team develops a broad, in-depth understanding of your needs through frequent and open communication with all project stakeholders. We dedicate the time and resources necessary to gather your input so that we clearly understand the most critical goals for success.

This allows us to effectively work with the design team on scope and design processes — identifying gaps and providing you with **complete transparency from the start**. The result is more informed decisions, a more efficient structure, and the flexibility to quickly respond to market conditions.



Committed to being the safest in our industry

Safety

The health and safety of all workers is our top priority. We depend upon our people — employees, contractors, and visitors — to make safety of the work environment their foremost concern. Everyone on site has a duty to act in a safe manner and comply with all health and safety requirements. **Our safety approach not only keeps our people and partners safe — it also results in lower costs and minimized risk.**



Suffolk's Safer Together Program helps our teams form stronger relationships with trade partners by emphasizing people and teamwork over processes and checklists. **Safety permeates our entire organization**, including our leadership teams, employees in our offices, and our construction professionals in the field.

Technology for Safer Sites

We utilize technology and data tools to create **predictability and a safe work environment** on our projects.

Newmetrix: Enhances safety through modules for observations, monitoring, and predictive analytics. Identifies and manages risks prior to beginning work — ensures trade partners make informed decisions prior to hazardous activities.

Predictive Safety: Forecasts the risk of an incident occurring on a job site based on a comprehensive set of proven and historical factors and artificial intelligence.

SUFFOLK



America's Leader in Construction Tech

Technology Tools

We leverage technology innovations connected to a larger digital ecosystem for identifying, testing, and scaling solutions quickly and sustainably. Using a standardized set of cutting-edge tools consistently maximizes efficiency on our project sites. Differentiators include:

- Continuous scanning of the construction tech market ensures we always have the best tools readily deployed on projects
- Solutions are integrated into our broader ecosystem to ensure a connected toolbox
- Operations teams serve as a testbed for R&D, as well as data source for standardized tools

Data Analytics & Dashboards

Our sophisticated data backbone creates connectivity between all of our systems, standardizes collection of metrics, and centralizes information. This enables the development of dashboards, data tools, and predictive analytics to drive decision-making and transparency. Differentiators include:

- Utilization of advanced historical and comparative project data
- Dynamic insight into portfolio-wide pricing and procurement data
- Application of predictive analytics and AI
- Access to an Owner Dashboard with data at your fingertips 24/7

PRECON



Ediphi: Collaborative estimating platform with historical cost database which instantaneously reflects project updates, allowing for real-time budgeting.

STARTUP



AutoSpecs: Platform that builds an accurate submittal log from specifications and drawings.

EXECUTION



Suffolk Edge: Proprietary collaborative scheduling tool that drives on-time delivery of project milestones with real-time forecasting.



OpenSpace: Reality capture platform that leverages seamless photo and video capture with AI to passively generate visual records.



Voyage Control: Delivery management platform that facilitates trade partner collaboration for logistics management and delivery scheduling.



ClearStory: Change order communication platform to ensure accurate, organized, transparent COR and T&M information.



NewMetric: Enhances safety by combining human and artificial intelligence into a platform through modules for observations, monitoring, and predictive analytics.



Green Badger: Automates LEED compliance to streamline the certification process, create efficiency, and support an on-time, on-budget project delivery.

TURNOVER



Closeout: Documentation platform that collects required documents from trade partners to create an asset for clients.

A vetted technology toolbox to support the full project lifecycle

SOFTWARE PLATFORMS ACROSS THE LIFECYCLE



Procore: Workflow manager that displays bulletins, contracts, submittals, RFIs, schedules, O&M manuals as well as QC, safety, commissioning, punchlist, and closeout documentation.



Autodesk: Suite of tools for project management, design, and documentation connects teams, workflow, and project data at every stage of construction—reducing risk and increasing predictability.



Firm Qualifications & Experience

Suffolk Design

Suffolk's in-house design management team fully integrates with clients, design partners, and Suffolk Construction Operations to deliver projects with greater speed, completeness, and certainty.

Design Management

Suffolk Design is our in-house design management team made up of licensed architects, professional engineers, and design technologists who fully integrate with clients, design partners, and Suffolk Operations to **reduce risk and drive superior project outcomes**.

As architects working on the builder's side of the equation, our design managers bridge the gap between design and construction — **balancing design vision with constructability, cost, and schedule goals**. Suffolk Design integrates with our clients, design partners, trade partners, and construction teams from day one to provide tailored design support services that meet your project's specific needs.

An Opportunity to Solve an Industry Challenge

The Architecture-Engineering-Construction industry grapples with fragmentation and inefficiency. When design and construction experts are unable to collaborate or communicate effectively during design phases, incomplete and uncoordinated drawings lead to construction delays and added costs.

We are uniquely prepared to deliver on your request.



The Suffolk Design Solution

We've learned an effective design process begins with early integration — the majority of critical project decisions are made in the initial project phases. Working as part of the Preconstruction Operations Team, Suffolk Design's licensed architects and engineers are qualified to provide sophisticated design and design management leadership from conception to final completion.

- 1 Design Management**
Design Team Integration & Constraint Resolution
- 2 Constructability Reviews**
Drawing Completeness and Accuracy Assessments
- 3 Construction Phase Design Assist**
Design team support during construction

SUFFOLK

Firm Qualifications & Experience Proposed Subcontractors



Transforming your Environment

Established in 1899, Weston & Sampson is a full-service multi-disciplined consulting firm with more than 950 professionals and 27 office locations. Nationally ranked among the top 140 design firms and top 105 environmental firms in the United States, according to the Engineering News Record, Weston & Sampson is proud of our steady record of growth and the ability of our project management staff to understand our clients' needs, develop appropriate solutions, and provide comprehensive engineering services on time and on budget. All of this has contributed to a consistent company-wide client return rate exceeding 85%.

Highlights of Our History:

- Weston & Sampson is proud of our steady record of growth and the ability of our project management staff to understand our clients' needs, develop appropriate solutions, and provide comprehensive engineering and landscape architecture services on time and on budget.

Landscape Architecture:

- Our landscape architecture services include:
 - Public commons and town greens
 - Downtown village centers and streetscapes
 - Neighborhood parks and playgrounds
 - Waterfront parks and open spaces
 - Track and field complexes, courts, and competitive facilities
 - Water-based recreation and aquatic facilities
 - Skateparks
 - Multituse trails and greenway systems
 - Conservation land planning and programming
- River and harbor front pathways
- Community gardens and urban agriculture venue
- Memorials and interpretive spaces
- Summer camp master planning
- State park and forest amenities
- Parkways and roadways
- Campus master planning
- Mixed-use and residential development master planning

Parks and Open Space:

- Skateparks
- Public commons and town greens
- Waterfront parks and open spaces
- Multituse trails and greenway systems
- Conservation land planning and programming
- River- and harbor-front pathways
- Community gardens and urban agriculture venues
- Memorials and interpretive spaces
- Natural areas restoration



Firm Qualifications & Experience

Proposed Subcontractors

PEREZ PLANNING + DESIGN, LLC Overview

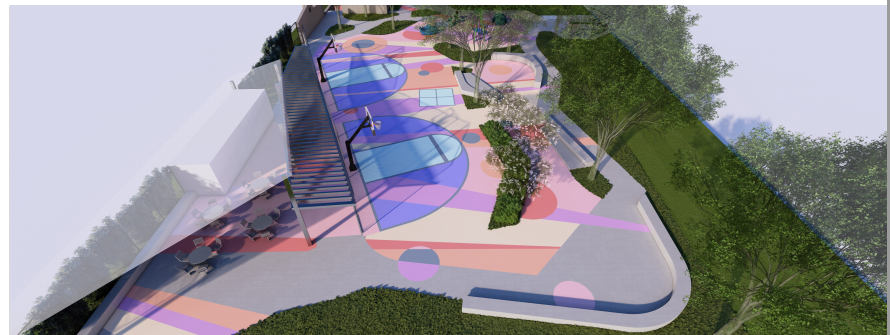
Re-Defining the Public Realm

Perez Planning + Design, LLC (PP+D) is a research based planning and design firm that lives at the intersection of people, space, and the built and natural environment. They focus on working collaboratively with their Clients to thoughtfully and strategically integrate these key elements to plan, design, and implement a public realm that is viable, responsive, dynamic, and resilient. Stated simply, they work collaboratively with their Clients in Re+Defining the Public Realm.

PP+D specializes in Landscape Architecture for Public Spaces, Parks System Planning and Design, Active-Transportation Planning and Design, and Urban Design. Through their experience on working with over seventy-five (75) cities on landscape architecture projects; parks, recreation, and trail system master plans; and park, greenway, and trail plans, they have developed a collaborative, participatory, and researched based planning and design process that produces implementable plans and solutions. This process allows their staff to work collaboratively with agencies, stakeholders, and the public to strategically and creatively leverage resources and spaces that respond to the needs and desires of residents and stakeholders to enhance the quality of life.

Specific services that PP+D provides include:

- Landscape Architecture
- Parks + Open Space System Planning + Design
- Parks + Open Space Programming
- Active Transportation Planning + Design
- Urban Design



Firm Qualifications & Experience

Proposed Subcontractors



Architectural Excellence Rooted in Florida

Founded in 1958 as a two-person partnership, Schenkel Shultz is a Florida-based studio providing full-service architectural and interior design services. **Having served the Lee County community for the past 32 years, our Southwest Florida office, located in Estero, is an established and respected business that continues to thrive.**

Highlights of Our Legacy:

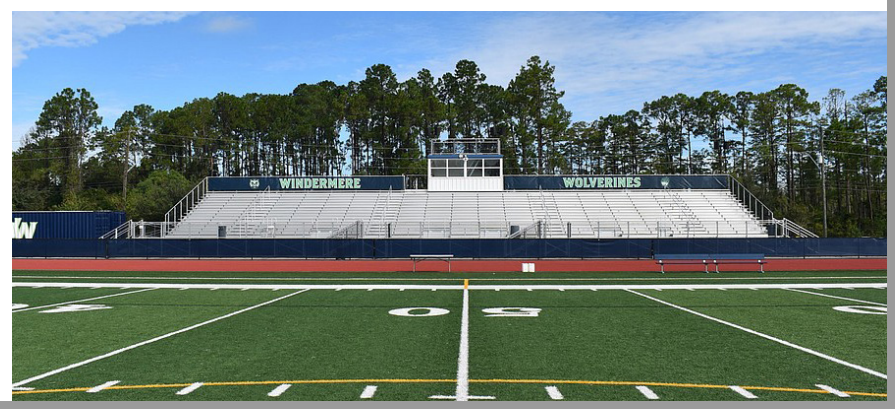
- Over 55 professionals across Florida offices in Sarasota and Orlando.
- Strong Community Ties: Partnerships with municipalities, including:
 - Lee, Collier, and Charlotte Counties, The City of Naples and Cape Coral

Proven Success in Project Delivery:

- Nearly 4 Million SF of Projects in Lee County:
 - Recreational, educational, aviation, workplace, commercial, and municipal facilities.
- 1 Million SF in Recreational Projects:
 - Athletic complexes with football, baseball, soccer, and softball fields.
 - Community centers, parks, concession buildings, pavilions, and support buildings.

Collaborative Approach:

- 20-Year Partnership with Suffolk Construction:
 - Collaborating with Nathalie White, AIA (Design Project Manager) and Rob Russell, RA, LEED® AP (Project Architect) to deliver visionary projects like the Village of Estero.



Related Experience

We are the Sports Park Builders & Designers of Choice Across the U.S.!



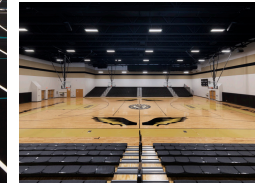
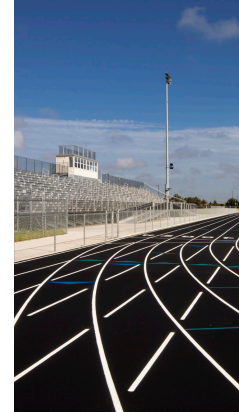
PEREZ
PLANNING +
DESIGN, LLC



1. Estero Sports Park 2. Moorings Park Bocce Ball Courts and Pavilion 3. Mark G. Morse Sports Complex 4. Harambee Park 5. Lincoln Park 6. Orange County Deputy Scott Pine Community Park 7. Gateway High School Athletic Fields
8. Saugus Middle-High School 9. East Park Splash Pad



Related Experience



Location

Fort Myers, FL

Size & Value

300,000 SF
\$81,200,000

Schedule

Start: September 2019
Finish: April 2021

Owner

The School District of
Lee County

Owner Contact

Tina Silcox, The School
District of Lee County
239.479.4274
tinasil@leeschools.net

Architect

BSSW

Gateway High School

Suffolk provided preconstruction and construction management services for the Gateway High School project. The project scope included a three-story prototype high school with the capacity to hold approximately 2,000 student stations. The campus features multiple buildings, complete with full athletic fields, parking and site amenities.

Academies at Gateway High School include Medical Assisting, Veterinary, Cyber Security, Carpentry, and Engineering.

On the Gateway High School project, Suffolk's team worked diligently during the preconstruction effort to provide accurate and consistent budget information for the district. During a ten-month period from the first internal conceptual estimate to the 100% design development budget, Suffolk's cost variance was only 0.3%.

Additionally, Suffolk's team identified \$650,000 in value analysis options, \$400,000 of which were accepted by the district.

RELEVANCY TO ESTERO SPORTS PARK

- Lee County
- High School Facility
- Stadium Seating
- Press Box
- Sports lighting
- Hardscapes
- Landscaping



Related Experience



Location
Naples, FL

Size & Value
500,000 SF
20 Acres of Sitework
\$164,500,000

Schedule
Start: July 2022
Finish: August 2024

Owner
Great Wolf Resorts

Owner Contact
Paul Knepley
Great Wolf Resorts
610.416.2254

Architect
Stantec

Great Wolf Lodge

The Great Wolf Lodge in Naples is a new indoor water park resort. This project will involve three connected structures, including a seven-story, 500-key resort with 10,000 square feet of meeting space, a 90,000 square-foot indoor water park, an outdoor pool, and an indoor family entertainment center.

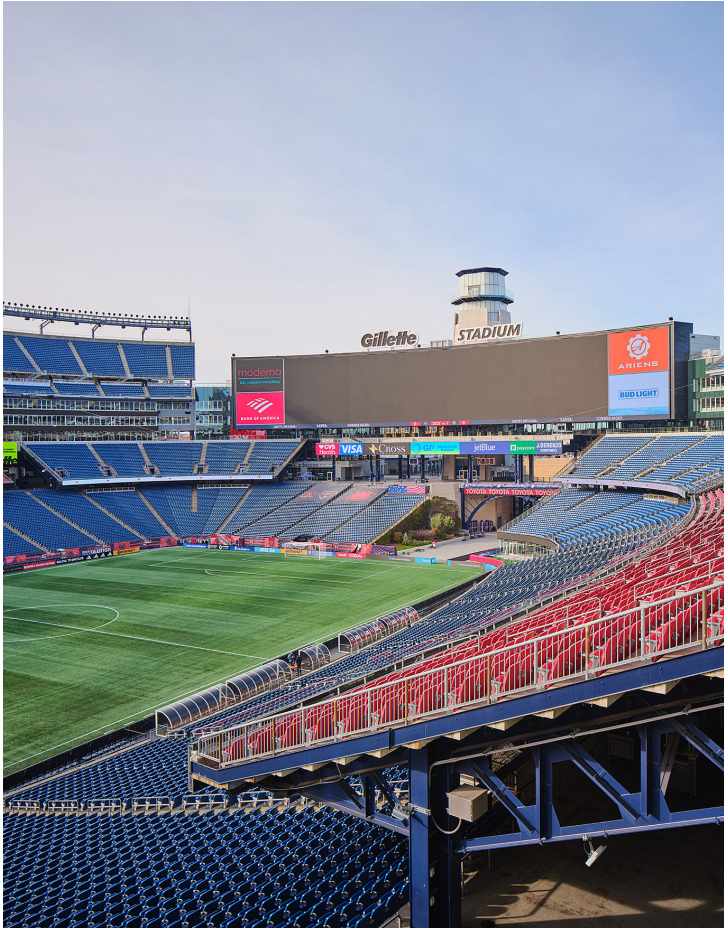
The indoor family entertainment center will provide mini bowling, a miniature golf course, restaurants, retail space, as well as, several branded amenities and entertainment activities.

RELEVANCY TO ESTERO SPORTS PARK

- Water Features
- Splash Pads
- Hardscapes
- Landscaping



Related Experience



Location
Foxborough, MA

Size & Value
100,000 SF
6 Acres of Sitework
\$170,000,000

Schedule
Start: February 2022
Finish: September 2023

Owner
The Kraft Group

Owner Contact
Dan Krantz
The Kraft Group
508.922.6044
dkrantz@thekraftgroup.com

Architect
Populous

Gillette Stadium
North End Zone Renovation & Expansion

Gillette Stadium, home of the New England Patriots and New England Revolution, has transformed its north end zone of the stadium to allow for additional amenities, function spaces, and more - providing an overall maximized experience for stadium-goers.

Part of the renovation includes the largest outdoor stadium high-definition video board in North America, measuring 370' x 60'. The 22,200 square feet of video board space is nearly double the size of the south end zone video board.

The project scope also features amenity spaces including bars, concessions, a rooftop bar, and suites. Site development includes decorative concrete, benches with lights, ticket gates, decorative grand stairs, and more.

RELEVANCY TO ESTERO SPORTS PARK

- Stadium Seating
- Press Box
- Sports Lighting
- Artificial Turf Fields
- Concessions
- Hardscapes
- Landscaping



Related Experience



Location

Chestnut Hill, MA

Size & Value

115,700 SF
\$52,600,000

Schedule

May 2017
August 2018

Owner

Boston College

Owner Contact

Mary Nardone
Chestnut Hill, MA
617-552-0346
mary.nardone.1@bc.edu

Architect

ARC/Architectural
Resources Cambridge

Boston College Football Field House

Suffolk collaborated with ARC on a design-build approach for the new 95,000 square-foot Fish Field House for Boston College. The new field house is located adjacent to Alumni Stadium, which ARC designed and completed. The field house helps address space demands for the NCAA Division I football program as well as recreational and club sports at Boston College.

Included in the program are support spaces for both varsity and recreational sports as well as a public lobby featuring Hall of Fame displays. The project also includes a new natural grass practice field with lights for Boston College teams.

LEED Gold

RELEVANCY TO ESTERO SPORTS PARK

- Public Space
- Artificial Turf Fields
- Hardscapes
- Landscaping



Related Experience



Location

Estero, FL

Size & Value

3,005,763 SF
\$321,990

Schedule

Oct 2024
January 2025

Owner

Village of Estero

Owner Contact



Estero Sports Park Master Plan

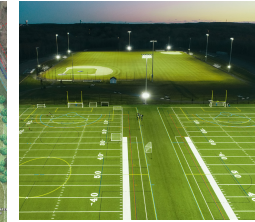
The Village of Estero assembled 100 acres of contiguous land through an intergovernmental agreement with the Lee County School Board, Lee County, and private owners. The assembled land parcels will be developed to create a park that will serve as a community hub for residents of the Village of Estero.

Weston & Sampson, in collaboration with Perez Planning + Design, LLC, developed a master plan for 85 of the 100 acres. The plan incorporates a village green that will provide a central gathering space for village civic events and festivals, athletic fields for use by both Estero High School and the community, and general park amenities including walking trails, pavilions, restrooms, playgrounds, and splash areas to serve the community at large.

Upon completion, the park will be operated by a private park manager who will be responsible for park programming, activation, and maintenance. The village will lease portions of the property to private operators of wellness and family entertainment facilities. Revenue generated from the leases will be used to fund maintenance and operations of the park.

SUFFOLK

Related Experience



Location
Walpole, MA

Value
\$7,454,133

Schedule
May 2018
October 2022

Owner
Walpole

Owner Contact
Jim Johnson
Town Administrator
508-660-7304
jjohnson@walpole.ma.gov

Route 1A Athletic Fields Recreation Complex

The Town of Walpole selected Weston & Sampson in 2016 to study and master plan the recreational possibilities of a town-owned parcel to alleviate over-use at other town-owned facilities. Over a four-year period, Weston & Sampson provided planning, final design, and construction services for this 30-acre, multi-sport and recreational activities complex. The master planned complex provides two full-size multi-sport synthetic turf fields; two full-size natural turf soccer fields, overlayed with full-size baseball and softball fields; two basketball

courts; a universally accessible playground; a support building with concessions, restroom, and operational and storage space; infrastructure to construct a splash pad; walking paths; and parking for 265 vehicles.

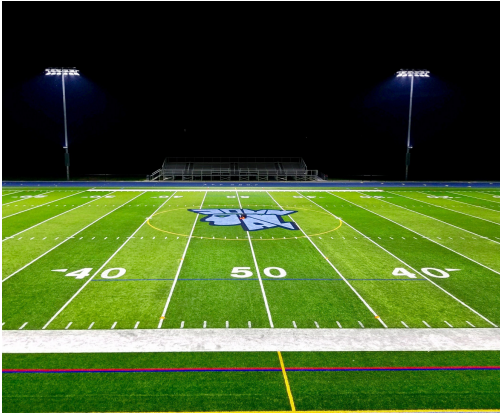
Project construction began in late 2019 as a culmination of a town-wide recreation master plan led by Weston & Sampson in 2008 and the site-wide feasibility and master plan in 2016. Construction was completed in 2021.

RELEVANCY TO ESTERO SPORTS PARK

- Public Park
- Multi-purpose Fields
- Artificial Turf Fields
- Sports Lighting
- Walking Trails
- Event Lawn
- Concessions
- Splash Pad

SUFFOLK

Related Experience



Location
East Fishkill, NY

Value
\$8,400,000

Schedule
May 2018
August 2018

Owner
Wappingers Central School District

Owner Contact
Ronald Broas
Facilities Director
Wappingers Central School District
845-298-5150 ext. 42119
Ronald.Broas@wcpsdny

Comprehensive School District Improvements

Weston & Sampson and Rhinebeck Architecture completed Phases 1 and 2 of the Wappingers Central School District comprehensive improvements which included work at the two high schools, junior high, middle school, seven elementary schools and transportation facility. As a part of these improvements projects, we also provided complete stormwater analysis and design of all facilities.

Key projects include:

- Two new turf fields with LED lighting
- Survey at eleven campuses across the district
- Paving and traffic improvements at eleven campuses
- New transportation facility
- New bus parking at two remote sites
- Integrated fueling systems at three sites
- Window replacement
- ADA improvements

RELEVANCY TO ESTERO SPORTS PARK

- Stadium Seating
- Press Box
- Sports Lighting
- Artificial Turf Fields
- Concessions
- Hardscapes
- Roadway and Paving
- School District Facilities

SUFFOLK

Related Experience



PEREZ PLANNING + DESIGN, LLC



Location

Atlanta, GA

Size & Value

30,000 SF

\$1,200,000

Schedule

September 2013 -

October 2014;

November 2017 -

September 2019

Length of Contract

35 Months

Owner

Georgia World Congress
Center

Owner Contact

Kevin Duvall

kduvall@gwcc.com

404.223.8885

Re-Visioning of Centennial Olympic Park

Carlos Perez served as the Project Manager and Landscape Architect for the Re-visioning of Centennial Olympic Park with a previous firm. As the Park approached its 20th Anniversary, Downtown Atlanta Stakeholders were contemplating ways to update the role that Centennial Olympic Park played in Downtown Atlanta. The Georgia World Congress Center (GWCC) hired a Team managed by Carlos Perez to complete the re-visioning of the Park.

Upon the completion of the Master Plan, the GWCC completed a \$45 Million Capital Campaign to fund five key projects. Perez Planning + Design (PP+D) was selected to implement one of the key projects associated with pedestrian and bicycle connectivity.

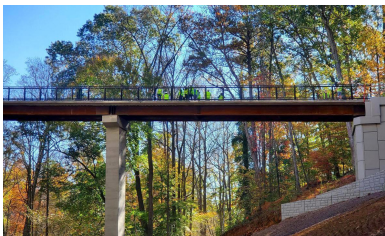
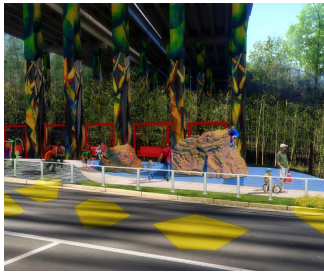
Services that PP+D provided included project management, design, permitting, and construction administration for enhanced sidewalks, trails, decorative hardscape designs, landscape architecture, irrigation, and lighting.

RELEVANCY TO ESTERO SPORTS PARK

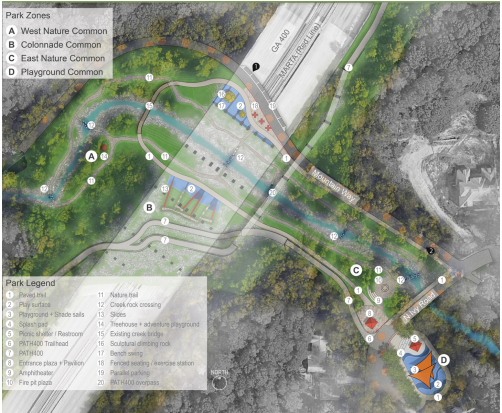
- Public Park
- Hardscapes
- Landscaping
- Water Features
- Event Lawn
- Walking Trails

SUFFOLK

Related Experience



PEREZ PLANNING + DESIGN, LLC



Location

Atlanta, GA

Size & Value

474,800 SF

\$14,750,000

Schedule

March 2014

Projected June 2025

Length of Contract

35 Months

Owner

Livable Buckhead, Inc

Owner Contact

Denise Starling

denise@livablebuckhead.org

404.842.2682

Mountain Way Common Linear Park

Mountain Way Common is one of the most unique and progressive greenspaces in Metro Atlanta. It reconnects a neighborhood divided by the construction of the GA 400 Highway by transforming 10.9-acres of underutilized land into a usable greenspace and amenities for area residents.

Over the last 10-years, PP+D has completed conceptual design, final design, permitting, and construction administration for a series of pedestrian connectivity and public art projects

in the greenspace. These have included nature trails, sidewalk, seating areas, pedestrian bridges, and public art.

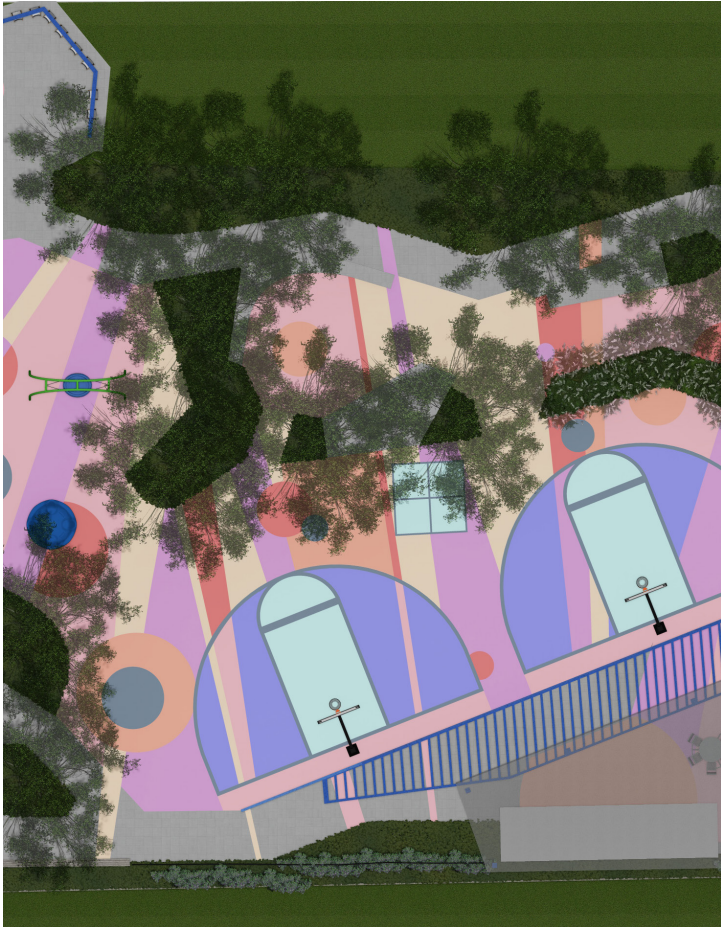
Currently, PP+D is providing landscape architecture, permitting, and construction administration services for PATH 400, an ADA accessible multi-use trail that traverses above and into the park and includes a 1,000 foot long bridge 60 feet over the park and through park forests.

RELEVANCY TO ESTERO SPORTS PARK

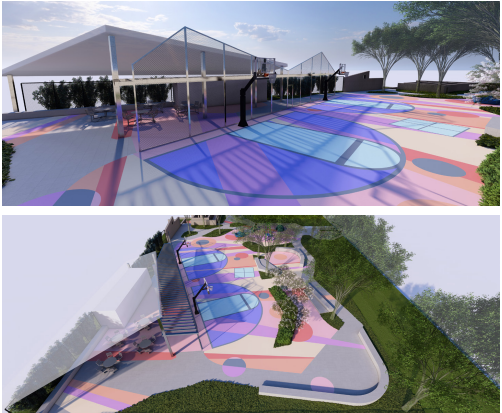
- Hardscapes
- Landscaping
- Roads & Paving
- Public Park
- Splash Pad
- Walking Trails

SUFFOLK

Related Experience



PEREZ PLANNING + DESIGN, LLC



Location
Decatur, GA

Size & Value
16,400 SF
\$2,200,000

Schedule
January 2024
Projected March 2026

Length of Contract
26 Months

Owner
City of Decatur

Owner Contact
Kim Whatley
Kim.Whatley@decaturga.com
404.377.0494

City of Decatur Ebster Park
Teen Activity Area

Perez Planning + Design (PP+D) is currently providing project management, design, permitting, and construction administration services for the development of the City of Decatur Ebster Park Teen Activity Area.

Similar to the Village of Estero, this project emerged as one of the priority projects from the City of Decatur Parks and Recreation Master Plan completed by PP+D. PP+D developed a conceptual master plan for the site that the City of Decatur used to pursue a \$2,000,000 state

grant, which it was awarded. Once awarded, PP+D was contracted to lead the design and implementation of the project.

Services that PP+D is currently providing are project management, community-based design, permitting, and construction administration. The final design of the park included two half-size basketball courts, skate amenities, play area, walking track, a restroom, pavilion, hardscape with decorative concrete, landscaping, lighting, security cameras, and public art.

RELEVANCY TO ESTERO SPORTS PARK

- Hardscapes
- Landscaping
- Public Park
- Event Lawn
- Walking Trails
- Pavilions

SUFFOLK

Related Experience



Location

The Villages, FL

Size & Value

59,977 SF

\$33,200,000

Schedule

July 2020

May 2021

Length of Contract

38 Months

Owner

The Villages

Owner Contact

Gary Mark

352-753-6711

gary.mark@thevillages.com

Mark G. Morse Sports Complex

The Mark G. Morse Sports Complex serves as a shared space, offering a wide range of athletic amenities, including a main arena with 1,200 seats, 4 additional auxiliary courts, a wrestling room, and a weight room. The campus also features an Olympic-size swimming pool, a 4,000-seat football stadium, baseball and softball fields, tennis courts, practice fields, and a golf putting green, all of which were designed by Schenkel Shultz as part of a larger master plan.

These collegiate-grade, state-of-the-art sports facilities provide the neighboring high school with a competitive arena for division play and serve the larger Villages community.

RELEVANCY TO ESTERO SPORTS PARK

- Sports Lighting
- Stadium Seating
- Press Box
- Concessions
- High School Facilities
- Artificial Turf Fields

SUFFOLK

Related Experience



Location
Horizon West, FL

Size & Value
6,960 SF
\$8,700,000

Schedule
December 2015
November 2017

Length of Contract
23 Months

Owner
Orange County Government

Owner Contact
Roan Waterbury
407-836-0034
roan.waterbury@ocfl.net

Orange County Deputy Scott Pine Community Park

Scott Pine Community Park was a joint effort between Orange County Government and Orange County Public Schools (OCPS) to provide the community with a park and the nearby Windermere High School with a football stadium to host home games.

The new football stadium was designed according to OCPS' prototype standards and includes a synthetic turf field along with stadium seating, a field house and track & field. The community park includes a lighted multi-purpose field that can be used for soccer games, retention, parking and a bus loop that can accommodate parking for 5 school buses.

RELEVANCY TO ESTERO SPORTS PARK

- Public Park
- High School Facilities
- Artificial Turf Fields
- Stadium Seating
- Press Box
- Sports Lighting
- Multipurpose Fields
- Concessions

SUFFOLK

Related Experience



Location

Lake Butler, FL

Size & Value

6,200 SF
\$3,000,000

Schedule

December 2015
November 2017

Length of Contract

23 Months

Owner

Orange County Government

Owner Contact

Cathie Sullivan
407-317-3700 ext. 2025078
catherine.sullivan@ocps.net

Windermere High School Football Stadium

In 2023, Schenkel Shultz was contracted by Orange County Public Schools (OCPS) to modify the existing practice field and track to accommodate on-site home football games. These modifications included the addition of new home and visitor bleachers, which can accommodate 1,070 and 480 spectators, respectively.

In order to re-imagine the existing space, the field lighting was removed and replaced by newer, stadium-quality lighting. Other site additions included the new construction of a concessions/restroom building, a scoreboard, a flagpole with lighting and the rubberization of the existing track.

RELEVANCY TO ESTERO SPORTS PARK

- Concessions
- Multipurpose Fields
- Sports Lighting
- Press Box
- Stadium Seating
- Artificial Turf Fields
- High School Facilities

SUFFOLK

References

“ This new campus is complete with full athletic fields, parking, and site amenities. Suffolk’s careful planning and persistent coordination paved the way for a smooth process from start to finish. During preconstruction, Suffolk’s team impressively identified over \$650,000 in cost saving solutions, allowing the district to maximize the programming and educational environment for the school’s future staff and students. This team truly works to make sure receive the best experience, and I would recommend them to anyone who asks. ”

Tina Silcox
Assistant Director, Construction Projects Management
Lee County Schools

Design Team References



Lazaro Quintero, MPA, PMP, CPRP
Capital Improvements Division Chief
City of Doral, Florida
305.593.6600
Lazaro.quintero@cityofdoral.com



Scott Vanderbrook, Fire Chief
Estero Fire Rescue
239.390.8000
vanderbrook@esterofire.org

PEREZ PLANNING + DESIGN, LLC

Kim Whatley, Facilities Operations Manager
City of Decatur Parks and Recreation Department
678.553.6562
kim.whatley@decaturga.com



**1 Tina Silcox | Assistant Director,
Construction Projects Management
Lee County Schools**
239.479.4274
tinalsil@leeschools.net



**2 Katy Kurili | Executive Director
Moorings Park Grande Lake**
239.919.1786
kkurili@mooringspark.org



**3 Mark Marlow | Founder
Fortress Ventures**
850.502.0294
mark@fortressventuresllc.com

SUFFOLK

Licenses and Certifications



Ron DeSantis, Governor
Melanie S. Griffin, Secretary

Florida
dbpr

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

TUFFO, PETER JEFFREY
SUFFOLK CONSTRUCTION COMPANY, INC.
426 CLEMATIS STREET
WEST PALM BEACH, FL 33401

LICENSE NUMBER: CGC1524958
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/06/2024
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.

2024-2025
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1087867
Receipt Number: 2500649
State License Number: CGC1524958

Account Expires: September 30, 2025

Location:
10600 CHEVROLET WAY STE 301
ESTERO, FL 33928-4424

SUFFOLK CONSTRUCTION COMPANY, INC.
PETER J TUFO
10600 CHEVROLET WAY STE 301
ESTERO, FL 33928-4424

May engage in the business of:
GENERAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID	INT-00-02547979	08/21/2024
		\$ 50.00

State of Florida Department of State

I certify from the records of this office that SUFFOLK CONSTRUCTION COMPANY, INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on April 13, 1994.

The document number of this corporation is F94000001902.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 8, 2024, 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 Sixth day of January, 2025*



[Signature]
Secretary of State

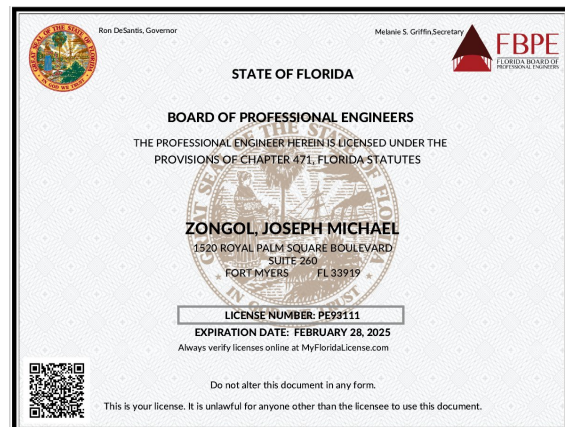
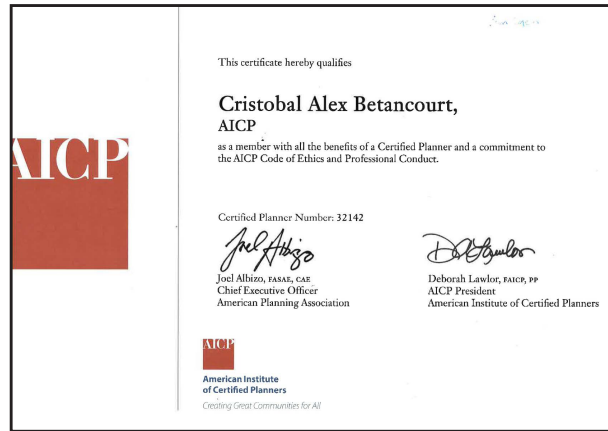
Tracking Number: 8888467605CU

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

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

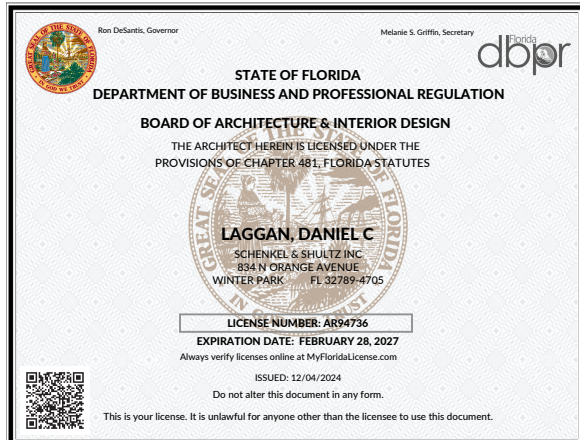
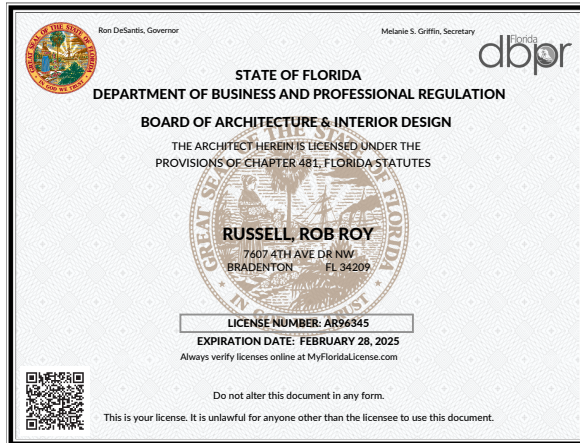


Licenses and Certifications



SUFFOLK

Licenses and Certifications



State of Florida Department of State

I certify from the records of this office that SCHENKEL & SHULTZ, INC. is a corporation organized under the laws of the State of Florida, filed on May 16, 2017, effective September 22, 1976.

The document number of this corporation is P17000043560.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2024*



[Signature]
Secretary of State

Tracking Number: 5773971447CC

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

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

SUFFOLK

Licenses and Certifications

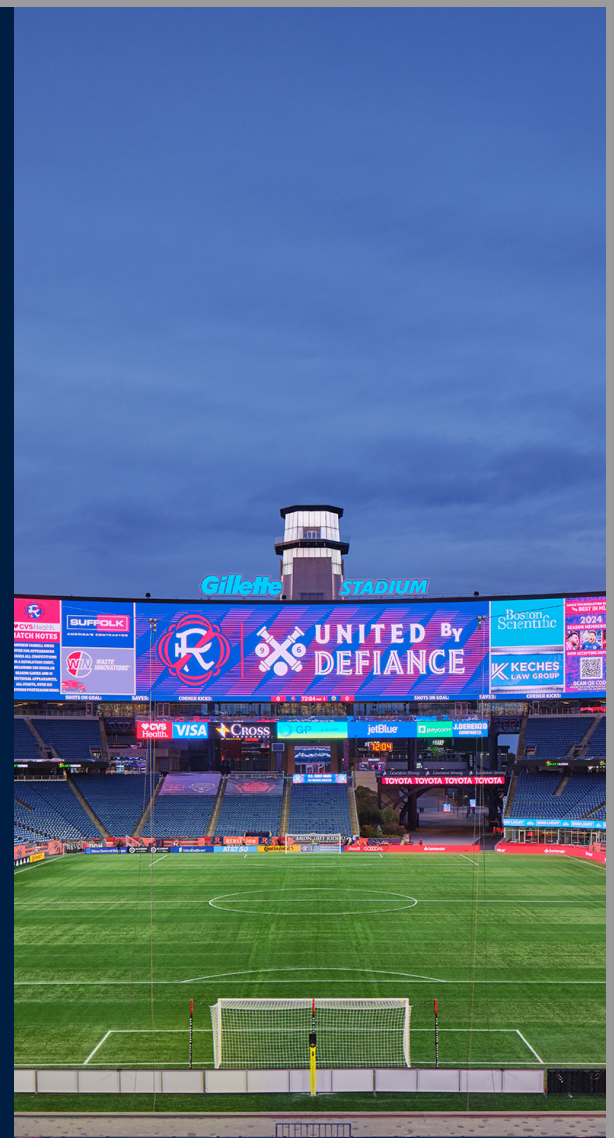
PEREZ PLANNING + DESIGN, LLC



SUFFOLK

03

Staff Qualifications & Experience



Team Organization

Our team develops in-depth understanding of your needs through frequent **communication**



Staff Qualifications & Experience



Peter Tuffo CGC1520803
CGC | PRESIDENT, FLORIDA GULF COAST REGION

With more than 29 years of experience, Peter Tuffo is the President for Suffolk's Florida Gulf Coast Region. He is responsible for providing strategic direction and regional initiatives with company goals, as well as driving operational efficiency with all of Suffolk's project teams and the region's overall operations. He ensures that proper staffing and expertise is allocated to meet each project's unique needs, and oversees the management of projects and client relationships.

Background

Years of Experience
Industry - 29 | Suffolk - 12

Western Michigan University
B. S. Construction Management

Registrations

Certified General Contractor (CGC1520803)

North Collier Regional Park

Naples, FL | \$58,000,000
262-Acre Park | Five Tournament Softball Fields | Eight Tournament Soccer Fields | Concession Stands | Walking Trails | Boardwalk | Water Park | Fitness Center

Gateway High School

Fort Myers, FL | \$81,200,000 | 300,000 SF
New Construction | Three-Story Prototype High School | 2000 Student Stations | Multiple Buildings | Full Athletic Fields | Parking | Site Amenities

JetBlue Park - Boston Red Sox Spring Training Facility

Fort Myers, FL | \$49,000,000
New Construction | Fenway Park Replica | 120 Acres | 11,000 Seats | Six Practice Fields | State-Of-The-Art Batting Cages | Major/Minor League Clubhouses | Full Kitchen/Dining | Five Soccer Fields | Three Man-Made Lakes | Complete Site Utilities | Irrigation System

Naples High School

Naples, FL | \$29,000,000 | 150,000 SF
New Construction | Two-Story High School Facility | 1,800 Student Stations | Advanced Classrooms and Labs | Full Athletic Complex | Parking | Site Enhancements

Cape Coral High School

Cape Coral, FL | \$17,000,000 | 120,000 SF
New Construction | State-of-the-Art High School Facility | 1,200 Student Stations | Modern Classrooms and Labs | Full Athletic Fields | Parking | Site Amenities

Dunbar High School

Fort Myers, FL | \$30,000,000 | 205,000 SF
Addition & Renovation | 130,000 SF Demolition | 170,000 SF New Construction | 35,000 SF Renovations | Two Existing Buildings | Occupied Campus



Staff Qualifications & Experience



Ben Wilson

CHIEF OPERATING OFFICER, ESTERO

As Chief Operating Officer, Ben's 17 years of expertise and strong grasp of project objectives allows him to provide valuable direction in both the preconstruction and construction phases of the project—ensuring our team delivers on all project goals. His leadership and operational skills are critical to providing effective guidance for the project team. Ben is committed to remaining visible and accessible throughout the entire project.

Background

Years of Experience

Industry - 18 | Suffolk - 8

University of Florida

B.S. Building Construction Management

University of Miami

Master of Business Administration

Registrations

LEED Accredited Professional

Florida CBC 1258109

OSHA 30-Hour Certification

National Safety Council Advanced

First Aid, CPR, and AED Certified

Gateway High School

Fort Myers, FL | \$81,200,000 | 300,000 SF

New Construction | Three-Story Prototype High School | 2000 Student Stations | Multiple Buildings | Full Athletic Fields | Parking | Site Amenities

Pahokee Middle School

Pahokee, FL | \$32,000,000 | 12,000 SF

New Construction | Tilt-Up Concrete | Gymnasium | Sports/Recreation Facilities & Fields | USGBC LEED Oriented Design | Florida Green Building Coalition Certified

Pahokee High School - Stadium and Athletic Complex

Pahokee, FL | \$11,000,000

New Construction | 4,000-Seat Stadium | Concession Stands | Restroom Building | Elevator Tower | Concrete Block Structure | Extensive Bleacher & Railing System

Great Wolf Lodge

Naples, FL | \$155,000,000 | 500,000 SF

New Construction | Indoor Water Park Resort | Three Connected Structures | Seven-Story/500-Key Resort | 10,000 SF Meeting Space | 90,000 SF Indoor Water Park | Outdoor Pool | Indoor Family Entertainment Center | Restaurants | Retail Space

Riverdale High School Renovation

Fort Myers, FL | \$51,800,000 | 318,000 GSF

Addition & Renovation | New Science Classrooms & Gymnasium Building | Campus Ingress/Egress Renovation | Administrative Spaces | Kitchen | Cafeteria | Hallways | Classrooms | Parking Area | Site Drainage System | Portable Removal



Staff Qualifications & Experience



John Hayes
LEED | PROJECT EXECUTIVE

As Project Executive, John provides strong, effective overall leadership and direction to the project team. John is responsible for ensuring complete transparency and collaboration are implemented throughout the entire project. With professionalism and passion, John serves as a direct point of contact, ensuring delivery on safety, quality, and innovation.

Background

Years of Experience
Industry - 42 | Suffolk - 2

Dunwoody College of Technology

Registrations

Florida Class A Licensed GC

Board member, Lee County Public Schools

Riverdale High School Renovation

Fort Myers, FL | \$51,800,000 | 318,000 GSF
Addition & Renovation | New Science Classrooms & Gymnasium Building | Campus Ingress/Egress Renovation | Administrative Spaces | Kitchen | Cafeteria | Hallways | Classrooms | Parking Area | Site Drainage System | Portable Removal

Lemon Bay High School Football Practice Field

Port Charlotte, FL | \$2,000,000
New Practice Field for the Lemon Bay High School Football Team

Palmetto Ridge High School Athletic Facilities Renovations

Naples, FL | \$1,500,000
Athletic Fields Artificial Turf Replacements | Running Track Replacement

Tropical Isles Elementary School

Fort Myers, FL | \$5,000,000
Addition & Renovation | Design Build | 16 Classrooms | 16 Restrooms | Two Stories | Elevator | Exterior Motif | Freestanding Building with Aluminum Canopy Connection

Barron Collier High School Tennis Courts

Naples, FL | \$2,500,000 | 20,000 SF
New Construction | Tennis Court Complex | Multiple Courts with Lighting | Spectator Seating | Parking | Site Improvements

Patriot Elementary School & Challenger Middle School

Cape Coral, FL | \$52,000,000
New Construction | CEP for Both Schools | Shared Bus Loop | One Civil Engineer | Separate A/E Teams for each school | Each school finished approximately one month early



Staff Qualifications & Experience



Butch Shull
OPERATIONS MANAGER

As Operations Manager, Butch's 47 years of expertise and strong grasp of project objectives allows him to provide valuable direction in both the preconstruction and construction phases of the project—ensuring our team delivers on all project goals. His leadership and operational skills are critical to providing effective guidance for the project team. Butch is committed to remaining visible and accessible throughout the entire project.

Background

Years of Experience
Industry - 47 | Suffolk - 10

United States Air Force

Registrations

OSHA 30-Hour Certification
National Safety Council Advanced
First Aid, CPR, and AED Certified

North Collier Regional Park

Naples, FL | \$58,000,000
262-Acre Park | Five Tournament Softball Fields | Eight Tournament Soccer Fields | Concession Stands | Walking Trails | Boardwalk | Water Park | Fitness Center

JetBlue Park - Boston Red Sox Spring Training Facility

Fort Myers, FL | \$49,000,000
New Construction | Fenway Park Replica | 120 Acres | 11,000 Seats | Six Practice Fields | State-Of-The-Art Batting Cages | Major/Minor League Clubhouses | Full Kitchen/Dining | Five Soccer Fields | Three Man-Made Lakes | Complete Site Utilities | Irrigation System

Hammond Stadium - Renovation

Fort Myers, FL | \$48,000,000 | 100,000 SF
Upgraded Concourses | 360-Degree Boardwalk | Seating Berm | Group Seating Areas | Residential Player Development Academy | Practice Field | Agility Field | Training Area

Gateway High School

Fort Myers, FL | \$81,200,000 | 300,000 SF
New Construction | Three-Story Prototype High School | 2000 Student Stations | Multiple Buildings | Full Athletic Fields | Parking | Site Amenities

Great Wolf Lodge

Naples, FL | \$155,000,000 | 500,000 SF
New Construction | Indoor Water Park Resort | Three Connected Structures | Seven-Story/500-Key Resort | 10,000 SF Meeting Space | 90,000 SF Indoor Water Park | Outdoor Pool | Indoor Family Entertainment Center | Restaurants | Retail Space

Riverdale High School Renovation

Fort Myers, FL | \$51,800,000 | 318,000 GSF
Addition & Renovation | New Science Classrooms & Gymnasium Building | Campus Ingress/Egress Renovation | Administrative Spaces | Kitchen | Cafeteria | Hallways | Classrooms | Parking Area | Site Drainage System | Portable Removal



Staff Qualifications & Experience



James Labbe

LEED AP | DIRECTOR OF ARCHITECTURE, SUFFOLK DESIGN

As Director of Architecture and with 30 years of experience, James leads some of our most complex projects in the Northeast. On project design assists, he quickly assesses the most pressing design and construction administration needs and provides expertise, clear communication, and organized process oversight to push towards timely completion of the project and complex design RFIs. Before joining Suffolk Design, James was with Sasaki, CannonDesign, and S3 Design where he focused on athletic and recreation facilities for higher education institutions.

Background

Years of Experience
Industry - 31 | Suffolk - 2

Boston Architectural College
B. Architecture

Massasoit Community College
A.A.S. Architectural & Construction Technology

University of Florida, College of Architecture
Preservation Institute of Nantucket - 9 Master's Level Credits

Registrations

LEED Accredited Professional

Towson University SECU Arena

Towson, MD | \$85,000,000 | 183,000 SF | LEED Gold
Renovation to Existing Arena | 5,200 Seats | Split-Bowl Design | Extra Wide Concourse for Various Functions & Uses | Private Suites | Renovation of Existing Locker Rooms

University of North Carolina at Charlotte Health and Wellness Center (UREC)

Charlotte, NC | \$66,000,000 | 148,000 SF
Study of Feasibility & Implementation | New Construction | Four-court Gymnasium/Multipurpose Athletic Space | Natatorium | Fitness Center | Wellness Center | Multipurpose Rooms | Outdoor Programs | Swimming Pool | Recreation Administration

Deerfield Academy New Field House & Hockey Rink Athletic Complex Addition & Renovation

Deerfield, MA | \$52,000,000 | 130,000 SF | LEED Gold
New Construction | Addition | New Rink & Field House | Former Ice Rink | Existing Athletic Complex | Stacked Venue Configuration | Large Group Exercise Room | Indoor Competition Tennis Venue | Indoor Golf Simulator | Row Tanks | Elevated Jogging Track

College of the Holy Cross Recreation Center (THE JO)

Worcester, MA | \$30,000,000 | 51,000 SF
New Construction | Campus Recreation Center | Multiple Gymnasiums | Suspended Free Form Jogging Track | Multipurpose Rooms | Heavy Weight Room | Cardio Fitness & Support Spaces | Administration Suite



Staff Qualifications & Experience



Gordon Glover

LEED AP | SENIOR VP

As Senior Vice President, Gordon is an integral part of Suffolk's preconstruction process. Gordon takes a proactive and collaborative approach in developing the project delivery plan and is responsible for coordinating various operational resources to contribute their expertise. Gordon serves as the client's advocate and is a primary point of contact during a project's early stages.

Background

Years of Experience
Industry - 19 | Suffolk - 7

Boston College University
B.S. Business Management
Masters in Business Management

Registrations

OSHA 30-Hour Certification
National Safety Council Advanced
First Aid, CPR, and AED Certified

Gateway High School

Fort Myers, FL | \$81,200,000 | 300,000 SF
New Construction | Three-Story Prototype High School | 2000 Student Stations | Multiple Buildings | Full Athletic Fields | Parking | Site Amenities

Heritage High School

Melbourne, FL | \$65,000,000 | 315,000 SF
New Construction | Prototype Greenfield Project | 65 Acres | 1- Three-Story Buildings | Tilt Wall Methods | Performing Arts Space | Learning Spaces | Media Center | Cafeteria | Chiller Plant | Technology Labs | Gymnasium | Full Athletic Facilities | Football Stadium | Running Track | 16-Month Fast Track

Parkside Elementary School

Naples, FL | \$26,500,000 | 125,000 SF
New Construction | Eight-Month Accelerated Delivery | Athletic Fields | Roadway Improvements | Bridge Construction

Great Wolf Lodge

Naples, FL | \$155,000,000 | 500,000 SF
New Construction | Indoor Water Park Resort | Three Connected Structures | Seven-Story/500-Key Resort | 10,000 SF Meeting Space | 90,000 SF Indoor Water Park | Outdoor Pool | Indoor Family Entertainment Center | Restaurants | Retail Space

Riverdale High School Renovation

Fort Myers, FL | \$51,800,000 | 318,000 GSF
Addition & Renovation | New Science Classrooms & Gymnasium Building | Campus Ingress/Egress Renovation | Administrative Spaces | Kitchen | Cafeteria | Hallways | Classrooms | Parking Area | Site Drainage System | Portable Removal



Staff Qualifications & Experience



Nico Zepp
DIRECTOR OF PRECONSTRUCTION

As Director of Preconstruction, Nico is responsible for controlling the project budget and overseeing the preconstruction efforts. In this role, Nico leads estimating, value engineering and constructability analysis, competitive bidding, and project management for numerous challenging building projects.

Background

Years of Experience
Industry - 18 | Suffolk - 10

University of West Florida
B.S. Building Construction

Registrations

OSHA 30-Hour Certification

National Safety Council Advanced
First Aid, CPR, and AED Certified

Great Wolf Lodge

Naples, FL | \$155,000,000 | 500,000 SF
New Construction | Indoor Water Park Resort | Three Connected Structures | Seven-Story/500-Key Resort | 10,000 SF Meeting Space | 90,000 SF Indoor Water Park | Outdoor Pool | Indoor Family Entertainment Center | Restaurants | Retail Space

One Particular Harbour Margaritaville Residences - Phase I & II

Bradenton, FL | \$41,000,000 | 256,000 SF
New Construction | 11 Resort Villa Buildings | 12 Units Each | Waterfront Residences | Three/Four/Five Stories Over Parking | Private Amenities | Resort-Style Pool | Shade Pavilion | Splash Zone | Recreation Area

Moorings Park Campus & Improvements

Naples, FL | \$63,000,000
Multi-year Contract Systematically Renovating the Outdoor Athletic Facilities, Walking Trails, Landscape, Hardscapes, Roadways, and Site Lighting

Riverdale High School Renovation

Fort Myers, FL | \$51,800,000 | 318,000 GSF
Addition & Renovation | New Science Classrooms & Gymnasium Building | Campus Ingress/Egress Renovation | Administrative Spaces | Kitchen | Cafeteria | Hallways | Classrooms | Parking Area | Site Drainage System | Portable Removal

NNN High School

Alva, FL | \$100,000,000 | 300,000 SF
New Construction | Prototype Greenfield Project | 2000 Student Station | Tilt Wall Methods | Performing Arts Space | Learning Spaces | Media Center | Cafeteria | Chiller Plant | Technology Labs | Gymnasium | Full Athletic Facilities | Football Stadium | Running Track



Staff Qualifications & Experience



Matthew Pledger

SENIOR SUPERINTENDENT

As Senior Superintendent, Matt provides overall on-site leadership to ensure a successful project outcome. He maintains strong and transparent working relationships with all project stakeholders from the start of preconstruction through closeout and beyond. During the lifecycle of the project, Matt ensures all standards for safety, constructability, quality, scope compliance, and trade partner management are met or exceeded

Background

Years of Experience

Industry - 13 | Suffolk - 10

Florida Gulf Coast University

B.S. Management

Edison College

Gateway High School

Fort Myers, FL | \$81,200,000 | 300,000 SF

New Construction | Three-Story Prototype High School | 2000 Student Stations | Multiple Buildings | Full Athletic Fields | Parking | Site Amenities

Moorings Park Grande Lake - Clubhouse

Naples, FL | \$63,000,000 | 325,500 SF

New Construction | Seven-Story Clubhouse | Three-Level Resident Amenities | Restaurants | Fitness Center | Doctor Offices | Two-Level Parking Deck | Resort-Style Amenity Pool Deck

Sunseeker Resorts - Phase I

Port Charlotte, FL | \$300,000,000 | 1,100,000 SF

New Construction | 485 Rooms | 273 Suites | 30,000 SF Restaurants | 80,000 SF Meeting & Convention Facilities | Rooftop Destination Entertainment Pool

Edition Hotel & Residences

Tampa, FL | \$152,000,000 | 327,000 SF

Preconstruction | New Construction | 27-Story Marriott-Brand Tower | 172 Guest Rooms | 38 Cross-Branded Condominiums | 11-Story Podium | Three Food & Beverage Venues | Entertainment Venue | Meeting Space | Administrative Offices | Rooftop Pool | Indoor/Outdoor Bar & Restaurant | Spa & Fitness Center | Ground-Floor Retail



Staff Qualifications & Experience



Kyle Lampitt
SENIOR PROJECT MANAGER

Kyle is a dedicated and skilled Senior Project Manager responsible for the oversight and management of all necessary project resources and documentation. Kyle ensures that all safety, budget, schedule, and quality standards for the project are met or exceeded. Kyle manages overall team progress alongside the project plan through consistent and transparent collaboration.

Background

Years of Experience
Industry - 13 | Suffolk - 9

Florida Gulf Coast University
B.S. Civil Engineering

Registrations

OSHA 30-Hour Certification

JetBlue Park - Boston Red Sox Spring Training Facility

Fort Myers, FL | \$49,000,000
New Construction | Fenway Park Replica | 120-Acre Site | 11,000 Seats | Six Practice Fields | State-Of-The-Art Batting Cages | Major/Minor League Clubhouses | Five Soccer Fields/Grass Parking | Three Man-Made Lakes | Complete Site Utilities | Irrigation System

Hammond Stadium Renovation

Fort Myers, FL | \$48,000,000 | 100,000 SF
Renovation | Upgraded Concourses | Retail Store | 360-Degree Boardwalk | Seating Berm | Group Seating Areas | Residential Player Development Academy | Practice Field | Agility Field | Training Area

Gateway High School

Fort Myers, FL | \$81,200,000 | 300,000 SF
New Construction | Three-Story Prototype High School | 2000 Student Stations | Multiple Buildings | Full Athletic Fields | Parking | Site Amenities

Sunseeker Resorts - Phase I

Port Charlotte, FL | \$300,000,000 | 1,100,000 SF
New Construction | 485 Rooms | 273 Suites | 30,000 SF Restaurants | 80,000 SF Meeting & Convention Facilities | Rooftop Destination Entertainment Pool

Florida Gulf Coast University's University Village - Phase II

Fort Myers, FL | \$21,000,000 | 180,000 SF
New Construction | Four Three-Story Student Housing Residential Buildings | 336 Total Beds | Maintenance Building | Shallow Footings | Slab On Grade | Load Bearing Masonry Walls | Hollow Core Slabs | Wood Roof Trusses | Clay Tile Roofing | DX HVAC Systems | Electrical | Plumbing | Fire Suppression | Stucco | Drywall | Cabinetry | Appliances |

Moorings Park - Building R

Naples, FL | \$23,500,000 | 79,000 SF | LEED Silver
New Construction | Three-Story Residential Building | One-Level Parking | Six Units/Floor | 18 Total Units | Extensive Work To Boardwalk/Overlook/Gardens



Staff Qualifications & Experience



Kevin Rieg

SUPERINTENDENT

Kevin is a hardworking and detail-oriented Superintendent, responsible for overseeing and managing all day-to-day jobsite activities including compliance with safety and quality standards, project team performance, and effective trade partner management. Kevin proactively addresses any challenges while ensuring that all aspects of construction are transparent and consistent with the contracted scope of work.

Background

Years of Experience
Industry - 9 | Suffolk - 9

Florida Gulf Coast University
B.S. Environmental Engineering

Gateway High School

Fort Myers, FL | \$81,200,000 | 300,000 SF
New Construction | Three-Story Prototype High School | 2000 Student Stations | Multiple Buildings | Full Athletic Fields | Parking | Site Amenities

Riverdale High School Renovation

Fort Myers, FL | \$51,800,000 | 318,000 GSF
Addition & Renovation | New Science Classrooms & Gymnasium Building | Campus Ingress/Egress Renovation | Administrative Spaces | Kitchen | Cafeteria | Hallways | Classrooms | Parking Area | Site Drainage System | Portable Removal

Vi at Bentley Village - Additions & Renovations

Naples, FL | \$33,728,507 | 160,000 SF
Addition & Renovation | Assisted Living Residences | Common Areas & Rooms | Hallways | Chillers | Backup Generators | Bentley Continuing Care Center | AHCA | Physical Therapy Treatment Building

Sunseeker Resorts - Phase I

Port Charlotte, FL | \$300,000,000 | 1,100,000 SF
New Construction | 485 Rooms | 273 Suites | 30,000 SF Restaurants | 80,000 SF Meeting & Convention Facilities | Rooftop Destination Entertainment Pool

Moorings Park - A & G

Naples, FL | \$39,000,000 | 320,000 SF
Renovation | Façade | Two Existing Independent Living Buildings | Unit Balconies | Curtain Wall | Fire Suppression/Fire Alarm Systems | Residential Units | Landscaping

Moorings Park - Carports & Canopies

Naples, FL | \$8,500,000 | 56,000 SF
Addition & Renovation | Demolition | Landscape/Walkway/Canopies | Installation | 35,783 SF Carport Structures | New Parking Lot | 12,500 SF Walkway Canopy Systems



Staff Qualifications & Experience



Cristobal Betancourt

SENIOR PROJECT MANAGER, TEAM LEADER OF
LANDSCAPE ARCHITECTURE

Cristobal provides high-level visioning and urban design, public engagement and outreach, site analysis and programming, site/master planning, construction documentation, and construction administration services. Cristobal's experience includes the design of hardscapes, landscapes, irrigation, lighting, water features, wayfinding, and site furnishings; land use entitlements, code compliance and regulatory review, and LEED documentation; as well as arborist services, benthic surveys and mapping, threatened and endangered species assessments, wetland assessments and mitigation, and urban forestry management. He is a passionate advocate for quality public space and has led and supported a range of project types, including parks, recreation, and aquatics facilities.

Background

Years of Experience
Industry - 27 | Weston & Sampson - 1
Cornell University
Bachelor of Science, Landscape Architecture
Royal Danish Academy of Fine Arts
Post Graduate Studies

Registrations

Registered Landscape Architect in Florida # LA6666941
American Institute of Certified Planners (AICP) #32142
CLARB Certified, Record #12558

Estero Sports Park Master Plan

Estero, FL | 85 AC
Community Facilities | Village Green | Walking Trails | Playgrounds | Splash Pads | Pavilions | Lakes | Athletic Facilities | Baseball | Softball | Football | Soccer | Lacrosse | Track | 85 Acres Developed | Wellness & Sports Operators

Doral Glades Park Improvements

Doral, FL | \$10,600,000 | 25 AC
12-Acre Lake and Wetland Area | Pedestrian & Bicycle Trails | Kayak Launch | Community Center | Event Lawn | Playground | Waterfront Promenade | Basketball Courts | Sand Volleyball Courts | Tennis Courts | Picnic Pavilions | Fishing Facilities

Wellington Environmental Preserve

Wellington, FL | \$21,200,000 | 365 AC
Six-Story Observation Tower | Comfort Stations | Landscape Architecture | Former Agricultural Site Redevelopment | Bicycle, Equestrian & Pedestrian Trails

Westside Park Improvements

Deerfield Beach, FL | \$4,000,000 | 6 AC
3 Baseball Fields | Multi-Purpose Athletic Field | Pedestrian Trail | Lighting & Safety Improvements

Draw Seven Park Revitalization

Somerville, MA | \$35,000,000 | 12 AC
Urban Design & Landscape Architecture | Utility Infrastructure | Waterfront Engineering | Cultural Resource Planning | Climate-Resilient Park Redesign & Redevelopment

Wimberly Field - Phase 1

Oakland Park, FL | \$8,000,000 | 3 AC
Community Park Improvements | Concession & Restroom Facility Renovation | Pickleball & Basketball Courts | Splash Pad | Nature-Based Playground | Benches & Lighting



SUFFOLK

Staff Qualifications & Experience



Joseph Zongol

PE, NICET III | PRINCIPAL-IN-CHARGE, CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE

Joe is a Regional Manager with Weston & Sampson responsible for the overview and control of project budgets, schedules, and technical performance. He provides resource management to ensure that projects are properly staffed to meet client needs and schedules. Joe has nearly 15 years of experience in the design and construction of a variety of municipal infrastructure projects, including wastewater treatment and collection system investigation and improvements, drainage and stormwater management, transportation improvements, municipal park development, site development, public works facility design, dam evaluations and design, and retaining wall evaluation and design.

Background

Years of Experience

Industry - 16 | Weston & Sampson - 2

Rensselaer Polytechnic Institute

Bachelor of Science, Civil Engineering

Registrations

Licensed Professional Engineer in Florida #93111

NICET Level III

OSHA 10-Hour Construction

OSHA 40-Hour HAZWOPER

Estero Sports Park Master Plan

Estero, FL | 85 AC

Community Facilities | Village Green | Walking Trails | Playgrounds | Splash Pads | Pavilions | Lakes | Athletic Facilities | Baseball | Softball | Football | Soccer | Lacrosse | Track | 85 Acres Developed | Wellness & Sports Operators

Cypress Park Circle Utility Extension Project

Estero, FL | \$311,650 | 34 Lots

Utility Extension | Cypress Park Circle | Private Water & Sewer Conversion | Public Water & Sewer Services

Reclaimed Water Feasibility Study

Estero, FL | \$70,000

Reclaimed Water Expansion | Village-Wide Irrigation | Existing System Mapping | Extension of Reclaimed Water Mains | Pressure Analysis | Roadway Landscaping Areas

Edison Park Drainage

Fort Myers, FL | \$1,470,000

New Construction | Bridge Rehabilitation | Immokalee Road | 8-Lane Roadway | Canal Overpass | Golden Gate Canal | Temporary Traffic Signal

Hudson Central School District Site Improvements

Hudson, FL | \$11,600,000 | 16.25 AC

School Site & Paving Upgrades | MC Smith Middle School | Stormwater Improvements | New School Wing Addition | Hudson High School | Artificial Turf Field Design

Wappingers Central School District Site Improvements

Wappingers, NY | \$5,500,000

School Site & Paving Upgrades | Seven School Sites | 50,000 SY Full-Depth Asphalt Reclamation | 6,000 SY Asphalt Milling & Overlay | Two Artificial Turf Fields



SUFFOLK

Staff Qualifications & Experience



Brandon Ivey

SENIOR PROJECT ENGINEER

Brandon is a senior project engineer with more than 15 years of experience in water and wastewater utility design, permitting, and construction oversight. He has expertise in regulatory compliance requirements for various utility projects from the design stage to upgrading existing facilities to current standards. His combination of design, construction, and regulatory experience helps avoid any potential issues before they become significant problems.

Background

Years of Experience

Industry - 13 | Weston & Sampson - 7

Florida Gulf Coast University

Master in Business Management

Registrations

Registered Engineering Intern in Florida #1100012297

Fiddlesticks Water Main Replacement

Lee County, FL | \$6,000,000 | 60,000 LF

Water Main Replacement | Multi-Phase Construction | Replacement/Installation of Services | Blow-Offs | Meter Boxes | Valve Boxes | Fire Hydrants | Plan & Profile Creation

Cape Coral North 2 Utilities Extension

Lee County, FL | \$250,000,000 | 1,500,000 SF

Utility Installation | 7 Square Mile Area | Potable Mains (6-24 Inches) | Fire Hydrants | Air-Release Valves | Meters | Services | Valves & Valve Boxes | Meter Boxes | Gravity Sewer (4-20+ Feet Depth) | Reuse Mains (4-42 Inches) | Force Mains (6-24 Inches) | Subconsultant Guidance | Specification Creation | Water, Force Main, Reuse & Gravity Design & Adjustment

Matlacha Isles Water Main Replacement

Matlacha Isles, FL | \$630,000 | 5,750 LF

Water Main Installation | Replacement/Installation of Services | Blow-Offs | Meters | Meter Boxes | Valves | Valve Boxes | Fire Hydrants | Civil 3D Plan & Profile Creation

Immokalee Water and Sewer District Utility Relocation

Immokalee, FL | \$100,000

Water Main Installation | 800 Linear Feet of 14-Inch HDPE (Horizontal Directional Drill) | 60 Linear Feet of Ductile Iron (Open Cut) | Under County Roadway | Fire Hydrants | Roadway Restoration Details | Civil 3D Design & Drafting | Permit Drafting | Specifications & Contract Documents

Immokalee Water and Sewer District Utility Relocation

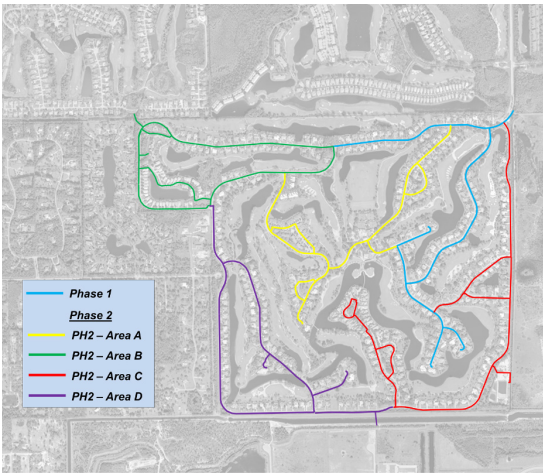
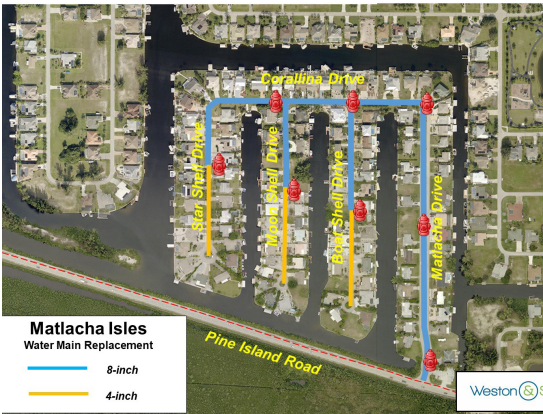
Immokalee, FL | \$21,000,000

Water Main Replacement | 6-Inch to 12-Inch Mains

DID YOU KNOW?

Brandon is a former Florida Department of Environmental Protection employee. His experience and relationships will guide and expedite the permitting process.

ESTERO SPORTS PARK



SUFFOLK

Staff Qualifications & Experience



Brandon Kunkel

SENIOR LANDSCAPE ARCHITECT

Brandon is a practice leader with more than 20 years of experience in innovative design and master planning. His areas of expertise include athletic field and courts, complex master planning and design, urban parks, academic and corporate campuses and natural resource conservation and rehabilitation. He has managed projects associated with planning land use area development, including work with sensitive and complex issues related to environmental concerns, sustainability, and historic preservation. Brandon routinely collaborates with public officials, state agencies, and external consultants on multiple projects concurrently.

Background

Years of Experience
Industry - 23 | Weston & Sampson - 10
University of Rhode Island
Bachelor of Landscape Architecture

Registrations

Registered Landscape Architect in Connecticut #LAR.0001609
Registered Landscape Architect in Maine #LAR5342
Registered Landscape Architect in Massachusetts #4040
Registered Landscape Architect in New Hampshire #00214
Registered Landscape Architect in Rhode Island #LA.0000735
Member, American Society of Landscape Architects
CLARB – Council of Landscape Architecture Registration Board

Route 1A Athletic Field Complex

Walpole, MA | \$7,454,133 | 30 AC
Multi-Sport & Recreation Complex | 2 Synthetic Turf Multi-Sport Fields | 2 Natural Turf Soccer Fields | Baseball & Softball Overlays | 2 Basketball Courts | Universally Accessible Playground | Support Building | Walking Paths | Parking

Danvers High School Athletic Complex

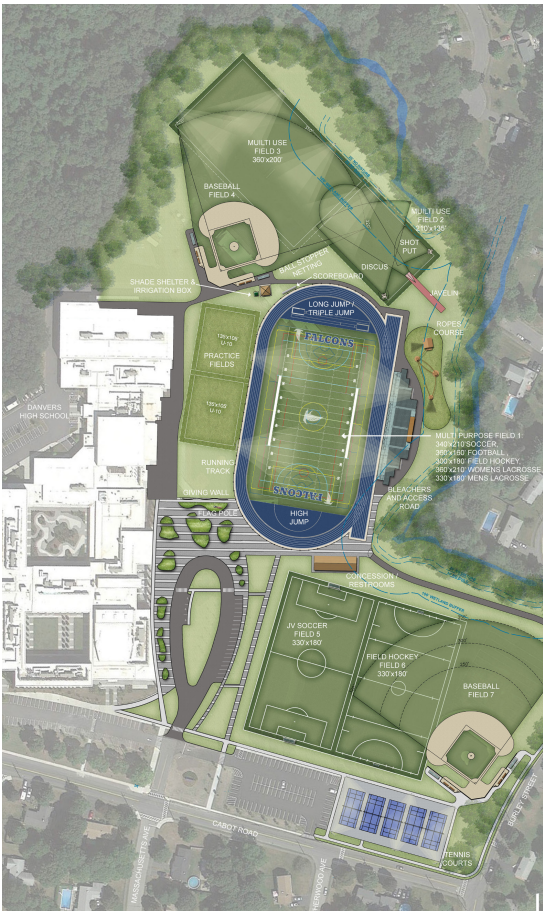
Danvers, MA | \$5,232,000 | 1,500,000 SF
Athletic Complex Construction Administration | Synthetic Turf Stadium Field | Competition-Level Track | Bleachers for 2,600 Spectators | Lighting Systems | Scoreboard | Baseball Field | Multi-Purpose Field | Tennis Courts | Sports & Site Support Facilities

Cypress Street Playground & Athletic Field Improvements

Brookline, MA | \$5,958,000 | 227,383 SF
Park Redesign & Construction | Children's Playground with Universally Accessible Equipment | Splash Pad | Plaza Spaces | Basketball Court Area | Multi-Use Natural Turf Playing Field | Lighting | New Irrigation System | Green Infrastructure for On-Site Infiltration | Planting Plan

Harambee Park Master Plan and Multi-phased Design and Construction

Dorchester, MA | \$11,215,163 | 44 AC
Universally Accessible Play Areas | Splash Pad | 2 Basketball Courts | 2 Multi-Use Rectangular Fields | 2 Football Fields | Pathways | Parking | Stormwater Management | Additional Amenities



SUFFOLK

Staff Qualifications & Experience



Gary Ferrante

PE | TEAM LEADER, SITE/CIVIL ENGINEERING

Gary has over 30 years of professional experience, with a broad background in various aspects of civil engineering. He has civil engineering experience in the areas of transportation, storm water, utilities, land development, and water and wastewater plant design. Additional technical experience consists of long-range planning and master planning projects for several clients.

Background

Years of Experience
Industry - 27 | Weston & Sampson - 1
Case Western Reserve University
Master of Science, Civil Engineering
Bachelor of Science, Civil Engineering

Registrations

Registered Professional Engineer in Florida #65011
Member, American Water Works Association

Fiddlesticks Water Main Replacement

Lee County, FL | \$10,000,000 | 60,000 Linear Feet
Water Main Replacement for Upscale Residential Development | 6" to 30" Potable Water Mains

Neighborhood Park

Cape Coral, FL | \$300,000 | 3 AC
City-Owned Park Development | Playground | Basketball Court | Pavilion with Outdoor Grill | Drainage Design

Sirenia Vista Park

Cape Coral, FL | 10.4 AC
New Construction | Civil/Site Design | City-Owned Park

Picaya Bay Surgery Center

Estero, FL | \$500,000 | 19,300 SQ
New Construction | Medical Office Facility | Civil/Site Design

Fichter's Creek Restoration

Lee County, FL | \$1,200,000 | 4,500 AC
New Construction | Water Quality and Drainage Improvements | 4,500-Acre Basin



SUFFOLK

Staff Qualifications & Experience



Jeff Santacruce

PE, PTOE | ROADWAY, CIVIL ENGINEERING

Jeff has 30 years of transportation and traffic engineering, design, management, and permitting experience on a wide variety of public and private projects. He has worked on rural, urban, and interstate roadway and traffic design projects, roadway reconstructions, traffic calming strategies, roundabouts, safety improvements, and Complete Streets. He also has experience in the management of interdisciplinary projects, cost estimating, QC/QA, constructability reviews, construction administration, and is adept at communicating and developing consensus with community stakeholders during the public engagement process.

Background

Years of Experience

Industry - 30 | Weston & Sampson - 6

University of New Hampshire

Bachelor of Science, Civil Engineering

Registrations

Licensed Professional Engineer in Florida #PE85994

Professional Traffic Operations Engineer #4394

Traffic Control Supervisor, Florida #46880

Member, Institute of Transportation Engineers, New England Section

Access Road Feasibility Study

Lee County, FL | \$15,210,000

New Construction | Emergency & Employee Access Road | Lee County Solid Waste Recovery Facility

Dora Street Improvements

Fort Myers, FL | \$410,000

New Construction | Intersection Modifications | Dora Street & Veronica Shoemaker Boulevard | Site Reconnaissance

Winkler Avenue Right Turn Lane at Colonial Boulevard

Fort Myers, FL | \$373,400

New Construction | Intersection Improvements | Roadway Widening | Pavement Marking Updates | Stormwater Management Improvements | Pedestrian Signal Upgrades

Collier County Bridge Traffic Management Plans

Naples, FL | \$1,470,000

New Construction | Bridge Rehabilitation | Traffic Management Plans (TMPs) | Immokalee Road | 8-Lane Roadway | Canal Overpass | Lane Closures | Pedestrian Detour Plans | Golden Gate Canal | Temporary Traffic Signal |



SUFFOLK

Staff Qualifications & Experience



Jordon Boughner

LANDSCAPE ARCHITECTURE SUPPORT

Jordan is a designer at Weston & Sampson with a range of experience, including planning and design projects for both public and private clients. Since graduating with a Bachelor of Science in Landscape Architecture, Jordan's project experience has involved, primarily, the planning and design of public spaces, including parks, plazas, athletic facilities, and streetscapes. She is also responsible for facilitating the stakeholder engagement component for many of her public projects.

Background

Years of Experience

Industry - 3 | Weston & Sampson - 1

University of Georgia

Bachelor of Science, Landscape Architecture

O'Donnell, Father Maguire, and North Common Parks

Lowell, MA | \$3,830,000 | 11.9 AC

Urban Park Improvements | Three Park Sites | Tennis & Basketball Court Upgrades | Universal Accessibility Playground | Park Site Furnishings Upgrades

Municipal Park Revitalization

Clayton, NC | \$6,500,000 | 25 AC

Town Civic Center | Central Green Space | Amphitheater with Permanent Stage | Splashpad | Playground | Basketball & Futsal Courts | Event-Friendly Spaces

Lee Country Sports Complex

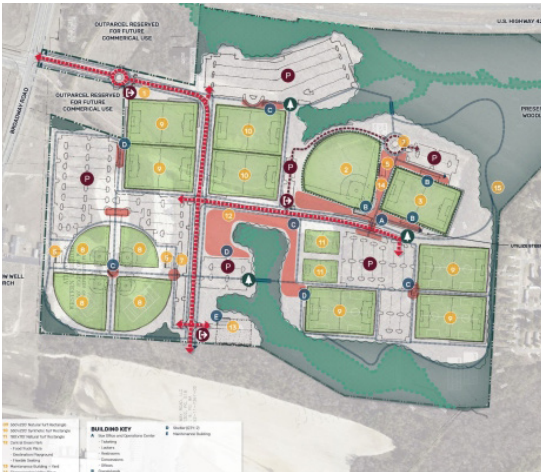
Stanford, NC | \$27,000,000 | 120 AC

Four Baseball Fields | Clubhouse | Four Natural Turf Multi-Use Fields | Two Synthetic Turf Multi-Use Fields | Destination Playground | Event Lawn | Picnic Shelters | Nature Trails

Earl G. and Inez Batts Recreation Complex

Surf City, NC | \$1,000,000 | 20 AC

Recreation Complex & Community Park | Natural Grass Full-Size Multi-Use Fields | Sand Volleyball Court | Skate Park | Destination Playground | Picnic Shelter



SUFFOLK

Staff Qualifications & Experience



Miurel Brewer, PHD

PERMITTING

Miurel is a project engineer at Weston & Sampson with the Water Group. She has experience managing complex water resource projects, ensuring regulatory compliance, and delivering sustainable environmental solutions. With over eight years of experience, Miurel has led numerous large-scale projects with a strong focus on water resource modeling, interdisciplinary research, and collaboration with multiple stakeholders.

Background

Years of Experience

Industry - 8 | Weston & Sampson - 1

University of Florida

Doctor of Philosophy, Soil, Water, and Ecosystems Sciences

Master of Science, Soil and Water Sciences

Registrations

American Society of Horticultural Science

Florida State Horticultural Society

Soil Science Society of America

Crop Science Society of America

Agronomy Society of America

Bethel Farms

DeSoto County, FL | \$1,941,000 | 15 AC

Three Phases | Four Surface Reservoirs

Bayside Sod

Manatee County, FL | \$650,000 | 215 AC

Water Conservation Project | 212 Acres of Sod | One Surface Reservoir | Two Lateral Irrigation Systems

Symon Grove

DeSoto County, FL | \$1,111,150 | Five AC

Water Conservation Projects | 170,000 Gallons/Day Savings | Two-Acre & Three-Acre Surface Reservoirs | Surface Water Pump Stations | Filtration Systems | Mainline Piping

DID YOU KNOW?

Miurel is a former SWFL Water Management employee. Her experience and relationships will guide and expedite the permitting process.



SUFFOLK

Staff Qualifications & Experience



Rafael Jimenez Valez

PE, SE, SI | STRUCTURAL ENGINEER

Rafael is a senior project manager in our Transportation Group. He has more than 20 years of experience as civil / structural engineer and has special expertise in high-wind and high-seismic hazard areas and resiliency hardening of public facilities in coastal areas. Rafael has experience with construction inspection; wind/seismic/flood proofing retrofit design of existing buildings; and design of public, institutional, healthcare, and commercial facilities, including zoos, storm shelters, juvenile detention centers, wastewater treatment plants, flood control structures, and multi-story parking with retail spaces.

Background

Years of Experience
Industry - 22 | Weston & Sampson - 1
Cornell University
Master of Engineering, Civil Engineering

Registrations

Registered Professional Engineer in Florida #84876

Hammond Stadium Emergency Shoring & Lintel Repair

Fort Myers, FL | \$50,000
Structural Repairs | Field Assessments | Lintel Repair Design | CMU Wall Support | Concession Stand Renovation

Visions Veterans Memorial Arena

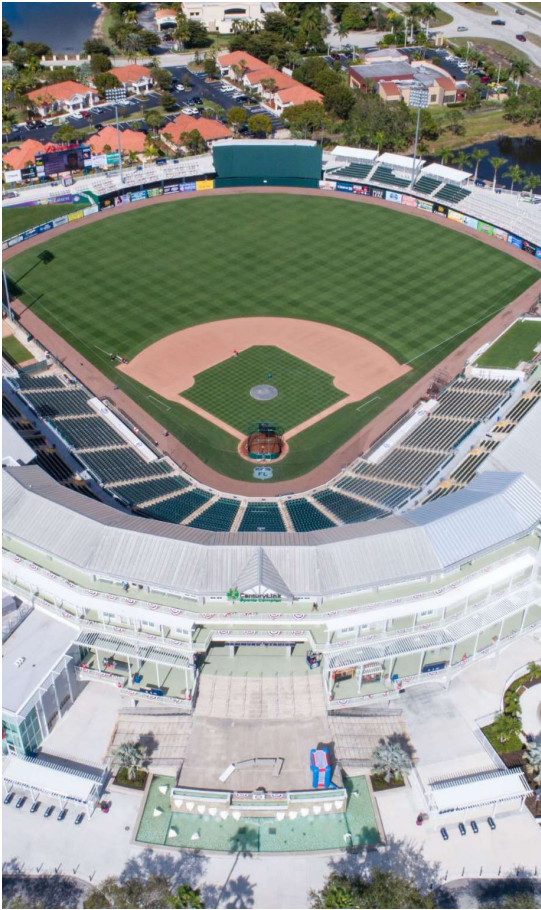
Binghamton, NY | 64,00,000 SF
Orthogonal Space Trusses | Load Evaluation | Report on Structural Retrofits | Graphical Tools for Load Limitations | Structural Field Investigations | Roof Support Bearing Pad Conditions

Florida Gulf Coast University

Fort Myers | \$60,000,000 | 117,000 SF
New Construction | Steel-Framed Structure | Glass Curtainwall Exterior | Architectural Precast Concrete Panels | Four-Story Lobby Gathering Space | Research & Teaching Laboratories | Classroom Space | 580 Solar Panels for Power Generation

Harambee Park Master Plan and Multi-phased Design and Construction

Dorchester, MA | \$11,215,163 | 44 AC
Universally Accessible Play Areas | Splash Pad | 2 Basketball Courts | 2 Multi-Use Rectangular Fields | 2 Football Fields | Pathways | Parking | Stormwater Management | Additional Amenities



SUFFOLK

Staff Qualifications & Experience



Patrick Bates

AIA, LEED AP, CPHC | AQUATICS DESIGNER

Patrick is the Aquatics Team Leader in Weston & Sampson's design studio. A Registered Architect, he has more than 20 years of experience working on multi-disciplinary project teams. Patrick's experience includes designing and managing recreational facilities, mixed-use developments, and commercial interior projects. His experience primarily involves the design of aquatic facilities, including indoor, outdoor, and rooftop pools; splash pads; spas; and steam and sauna facilities.

Background

Years of Experience
Industry - 16 | Weston & Sampson - 2
Rensselaer Polytechnic Institute
Bachelor of Science, Civil Engineering

Registrations

Licensed Professional Engineer in Florida #93111
NICET Level III
OSHA 10-Hour Construction
OSHA 40-Hour HAZWOPER

The Youth Opportunity Union Indoor Aquatic Facility

Poughkeepsie, NY | \$50,000,000
Design, engineering, and project management services for an indoor aquatic facility within this proposed \$50,000,000 community recreation center. The facility includes an eight lane, 25-yard competition pool and an adjacent family pool. Both pools feature concrete construction, regenerative filtration, and fully recessed stainless-steel gutters with integrated evacuator system for removal of harmful disinfection byproducts at the water surface.

High School for Arts & Technology Pool Restoration

New York , NY
Design and project management services for the restoration of a swim training pool for the New York School Construction Authority. The project complies with applicable design standards, current codes, and incorporates modern equipment.

One Dock Street Rooftop Amenity Pool

Stamford, CT
Design, engineering, and project management services for a new stainless-steel rooftop amenity pool for a high-rise residential development project. Coordinated the aquatics design with architectural, structural, MEP, and landscape disciplines. Secured Department of Health application approval. Performed progress inspections.

Whippoorwill Country Club

Armonk, NY | 5,000 SF
Provided a conditions assessment, code review, and scoping documents for alterations to a swimming pool. The existing pool was constructed prior to the introduction of current codes and required additional depth for competition starts.



SUFFOLK

Staff Qualifications & Experience



Nathalie White

DESIGN PROJECT MANAGER

Nathalie is a seasoned architect and project manager whose career has spanned over 17 years. As Principal and leader of the Estero office, she has led the development of impactful community projects for Schenkel Shultz in Southwest Florida. Her portfolio ranges from aviation and commercial projects to municipal work, totaling over 1.5 million SF of architectural design experience with Schenkel Shultz.

Background

Years of Experience

Industry - 17 | Schenkel Shultz - 5

University of Florida

Bachelor of Landscape Architecture

Registrations

CO Registered Architect #ARC.00407847

Village of Estero | Estero on the River

Estero, FL | TBD

Design/Build Services | Improvements to Recreational Park | Perimeter Decorative Wall and Fence on Southern Portion of Property | New Fence at West Side of Property | Onsite Paths and Walkways | Eagles Nest Viewing Deck | New Asphalt Path | New Pedestrian Crossing | Landscape and Irrigation

Estero Fire Rescue District | Fire Station No. 45

Estero, FL | \$7,400,000 | 19,200 SF

New Construction | New Fire Station | Experience in Estero | Design Captures the Essence of the Local Ecology | Site Master Planning for Future Flexibility | Public Lobby | Meeting Room and Offices | Indoor and Outdoor Fitness Training Space | Wrap-Around Porch | Five Apparatus Bays | Storage Facility

Florida Gulf Coast University | Central Spine Master Planning & Redesign

Fort Myers, FL | 2.3 AC

Central Spine Redesign | Outdoor Corridor | Shaded Open-Air Spaces | Academic & Social Activities | Private Study | Small Seminar Discussions

Sanibel Island Fire & Rescue District | Fire Station No. 172

Sanibel, FL | \$8,000,000 | 12,012 SF

New Construction | Essential Facility | Community Garden | Building Interacts with Local Bike Path for Visibility and Access for the Community | Includes Fitness Area, Public Lobby, Bunker Gear Storage | Three Apparatus Bays



SUFFOLK

Staff Qualifications & Experience



Rob Russell, RA, LEED® AP

PROJECT ARCHITECT

Rob has been involved in over 4.3 million SF of architectural design with Schenkel Shultz, including municipal, public safety, and educational projects. His educational portfolio includes the design of several athletic fields and facilities for high schools in the Central and Southwest Florida regions. As Project Architect, he will work closely with Design Project Manager Nathalie White, AIA, and Weston and Sampson Engineers, Inc. on the architectural design and documentation for this project.

Background

Years of Experience

Industry - 40 | Schenkel Shultz - 14

University of Illinois Urbana-Champaign

Bachelor of Science in Architecture

Registrations

FL Registered Architect #AR96345

LEED 2.0 Accredited Professional

Estero Fire Rescue District | Fire Station No. 45

Estero, FL | \$7,400,000 | 19,200 SF

New Construction | New Fire Station | Experience in Estero | Design Captures the Essence of the Local Ecology | Site Master Planning for Future Flexibility | Public Lobby | Meeting Room and Offices | Indoor and Outdoor Fitness Training Space | Wrap-Around Porch | Five Apparatus Bays | Storage Facility

Orange County Public Schools | Windermere High School & Athletic Facilities

Windermere, FL | \$72,900,000 | 348,066 SF

New Construction | Relief High School Equipped with Full Athletic Amenities | Two Soccer Fields | Baseball and Softball Fields | Three Outdoor Basketball/Multipurpose Courts | Three Tennis Courts | Track and Football Field | Auditorium, Gymnasium and Media | Courtyard | Constructed with the Infrastructure to Incorporate Solar Pavilions in the Future

Orange County Public Schools | Lake Buena Vista High School & Athletic Facilities

Orlando, FL | \$95,600,000 | 373,111 SF

New Construction | New High School Design | Football Stadium and Track with a Field House | Dance Room | Weight Room | Practice Fields | Baseball and Softball Fields | Concession Stands | Tennis Courts | Outdoor Basketball Courts

School District of Manatee County | Parrish Community High School & Athletic Facilities

Parrish, FL | \$73,600,000 | 284,231 SF

New Construction | High School | Parking Lot | Community Center



SUFFOLK

Staff Qualifications & Experience PEREZ PLANNING + DESIGN, LLC



Carlos F. Perez

PLA | PRESIDENT, DESIGN PRINCIPAL, LANDSCAPE ARCHITECTURE

Carlos is the President of Perez Planning + Design with more than 20 years of experience in parks master planning and design, active transportation planning and design, urban design, and landscape architecture. Carlos' experience includes the master planning and design of parks and trails and related hardscapes, landscapes, irrigation, lighting, wayfinding, and site furnishings. He has worked with over seventy-five municipalities and counties on park and active transportation planning and design projects throughout the United States, including the Village of Estero.

■ Background

Years of Experience
Industry - 20 | Perez Planning + Design - 10
University of Florida
Bachelor of Landscape Architecture

■ Registrations

Registered Landscape Architect in Florida # LA6666902
Registered Landscape Architect in Georgia # LA001824
Registered Landscape Architect in Tennessee # LA1283I

Estero Sports Park Master Plan

Estero, FL | \$321,990
Community Facilities | Village Green | Walking Trails | Playgrounds | Splash Pads | Pavilions | Lakes | Athletic Facilities | Baseball | Softball | Football | Soccer | Lacrosse | Track | 85 Acres Developed | Wellness & Sports Operations

John A. White Golf Course Club House and Senior Center

Atlanta, GA | \$27,500,000
Addition and Renovation of 25,000 SF Two Story Building | Parking Lot | Golf Cart Parking Area | Patios | Outdoor Events Pavilion and Plaza | Seating Areas | Fire Pits | Landscape | Hardscape | Site Amenities

City of Decatur Ebster Park Teen Activity Area

Decatur, GA | \$2,200,000
Addition and Renovation of 16,400 SF Park Area | Two Half-size Basketball Courts | Skate Amenities | Play Area | Walking Track | Restroom | Pavilion | Hardscape with Decorative Concrete | Landscape | Lighting | Security Cameras | Public Art | Site Amenities

Mountain Way Common

Atlanta, GA | \$14,750,000
Nature Trails | Sidewalks | Trail | Seating Areas | Pedestrian Bridges | Public Art | Decorative Hardscape | Landscape | Site Amenities

Atlanta Beltline Northeast Trail - Segment 1

Atlanta, GA | \$10,100,000
4,800 LF | 14 FT Wide Multi-use Trail | Decorative Hardscape | Landscape | Lighting | Security Cameras



SUFFOLK

Staff Qualifications & Experience PEREZ PLANNING + DESIGN, LLC



Hayley Harrison

PLA | SENIOR, LANDSCAPE ARCHITECTURE

Carlos is the President of Perez Planning + Design with more than 20 years of experience in parks master planning and design, active transportation planning and design, urban design, and landscape architecture. Carlos' experience includes the master planning and design of parks and trails and related hardscapes, landscapes, irrigation, lighting, wayfinding, and site furnishings. He has worked with over seventy-five municipalities and counties on park and active transportation planning and design projects throughout the United States, including the Village of Estero.

Background

Years of Experience
Industry - 20 | Perez Planning + Design - 8
University of Florida
Bachelor of Landscape Architecture

Registrations

Registered Landscape Architect in Florida # LA6666963

John A. White Golf Course Club House and Senior Center

Atlanta, GA | \$27,500,000
Addition and Renovation of 25,000 SF Two Story Building | Parking Lot | Golf Cart Parking Area | Patios | Outdoor Events Pavilion and Plaza | Seating Areas | Fire Pits | Landscape | Hardscape | Site Amenities

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Atlanta, GA | \$10,100,000
4,800 LF | 14 FT Wide Multi-use Trail | Decorative Hardscape | Landscape | Lighting | Security Cameras

Atlanta Beltline Northeast Trail - Segment 2

Atlanta, GA | \$18,400,000
3,200 LF | 14 FT Wide Multi-use Trail | Decorative Hardscape | Landscape | Stormwater Planters | Lighting | Security Cameras



SUFFOLK

Staff Qualifications & Experience PEREZ PLANNING + DESIGN, LLC



Kevin Klosterwill

PHD | LANDSCAPE DESIGNER

Kevan is a Landscape Designer and planner whose experience ranges from serving as the lead Park Planner for Athens-Clarke County, Georgia to consulting on parks and cultural landscape projects across the United States. He also brings experience in research on historic and contemporary community engagement practices, publishing in leading scholarly journals. His book on Olmsted protege Warren H. Manning's participatory planning practices is slated for publication in early 2025. Kevan serves as a designer assisting with design and development of construction documents and cost estimates.

Background

Years of Experience

Industry - 10 | Perez Planning + Design - 1

University of Virginia

PhD in the Constructed Environment

University of Georgia

Bachelor of Landscape Architecture

Master in Landscape Architecture

Registrations

Registered Landscape Architect in Florida # LA6666963

Estero Sports Park Master Plan

Estero, FL | \$321,990

Community Facilities | Village Green | Walking Trails | Playgrounds | Splash Pads | Pavilions | Lakes | Athletic Facilities | Baseball | Softball | Football | Soccer | Lacrosse | Track | 85 Acres Developed | Wellness & Sports Operations

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Atlanta, GA | \$18,400,000

3,200 LF | 14 FT Wide Multi-use Trail | Decorative Hardscape | Landscape | Stormwater Planters | Lighting | Security Cameras



SUFFOLK

04

Project Approach





Vision Statement

The Estero Sports Park is more than just a recreational space—it is a powerful catalyst for community transformation. Since its conception in 2018, the park’s vision has been shaped by recommendations from the Village of Estero’s Parks, Recreation, and Open Space Master Plan. From the Estero-on-the-River Hub to the Village Center and School Campus Hub, **the park will serve as a central gathering place where the community can unite, celebrate, and express its identity. By fulfilling this vision, Estero will not only create a true heart for the Village** but also enhance the environmental, social, and economic well-being of its residents, setting the stage for a brighter, more cohesive future.

Embodying the Village’s “Government Light” philosophy, Estero Sports Park represents a collaborative model for sustainable and innovative park development. Through strong partnerships between the school board, county, and Village, this project highlights the power of intergovernmental cooperation. Managed by a private park operator, the park will offer dynamic programming and maintenance while leasing spaces for family entertainment, wellness, and recreation facilities—generating vital revenue for continued operations. **This forward-thinking approach positions Estero Sports Park as a trailblazer, setting a new standard for the parks of tomorrow, where community, collaboration, and innovation converge.**





Project Approach

As you embark on the Estero Sports Park project that represents Village's impact to the community, our team is fully prepared to support your mission in every manner possible.

Key Project Priorities



Deliver a World-Class Sports Park



Provide Comprehensive Design & Construction Seamless Platform



Integrate with All Community Stakeholders



Predictability in Budget, Schedule & Phasing

Understanding Your Vision

As you embark on this landmark project that represents The Village of Estero's impact to support the growth of the community, our team is fully committed to supporting your mission. We believe that true success comes from collaboration and working strategically with all stakeholders at every stage to ensure your goals are achieved to the highest standard.

To Suffolk, a successful project is one that brings your vision to life - on time, on budget, and with a focus on delivering the very best for our community.



As your **trusted partner**, we will provide you with the information needed to **make informed decisions** and ultimately **ensure the most successful outcome for the Estero Sports Park.**

SUFFOLK

Project Approach - Preconstruction | Design Management

EARLY COLLABORATION

Preconstruction: An Integrated Approach

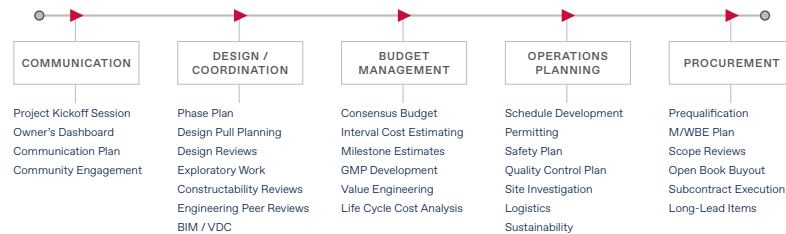
An early and efficient preconstruction process will equate to significant increased value for you and your project. It will enhance predictability; eliminate rework in the field; generate faster schedules and lower costs; and create safer jobsites. To achieve this, we integrate with the full project team, internal and external stakeholders, and end users to create a collaborative and trusting partnership.

During preconstruction, we will proactively develop strategies that address design, schedule, constructability, logistics, site safety, cost control, quality control, permitting, and procurement.

We will also address construction-specific services including but not limited to project controls, mobilization, VDC/BIM coordination, start-up and commissioning, turnover and training, sustainability, diversity and inclusion, and appropriate project management and communication tools.



PRECONSTRUCTION SERVICES



Design Approach and Communication

As a transformative project for the Village, our team must adapt its design approach to accommodate the needs of the project. By applying our user-focused design methodology, we recognize the immediately impacted stakeholders as Village residents, Estero High School, and Pop Warner Youth Football, which currently utilizes the Lee County Fields that the Village is purchasing.

The foundation of successful projects lies in effective communication. Our team will establish regular design meetings on a mutually agreeable schedule to address critical issues that may affect the execution of the project. Several key meetings must occur early in the design process. For instance, the design team will collaborate with the athletics and Junior ROTC programs at the high school to ensure their specific needs are fully addressed.

Additionally, the design team must engage with the park's operator, selected by the Village, to discuss the park's programming and operations. This will ensure the design includes adequate infrastructure to support the Village's programming requirements. These may include elements such as adequate access to power for events, sufficient restroom facilities and capacity, storage space, special lighting, and more. All meetings will follow a defined agenda and be recorded and transcribed to ensure transparency and to document key elements.

The Village of Estero Permitting Process

The development of Estero Sports Park requires multiple permits. Wetlands mitigation permits must be obtained through the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP). Permitting for water and wastewater utility connections will be coordinated with FDEP and Lee County. Additionally, storm water permitting will be required from the SFWMD, with potential implications from the nearby Estero River South Branch, which is classified as an Outstanding Florida Water and subject to heightened nutrient reduction criteria. A Lee County Development Order will also be necessary, contingent on the completion of all required permits and design plans. No species permitting or U.S. Army Corps of Engineers (USACE) permitting is anticipated.

Permit	Agency	Time
Wetlands Mitigation	SFWMD / FDEP	12 Months
Water (Utility)	FDEP / Lee County	6 Months
Wastewater (Utility)	FDEP / Lee County	6 Months
Storm	SFWMD	12 Months
Development Order	Lee County	12 Months

SUFFOLK

Project Approach - Preconstruction | Design Management

Design, Coordination & Management

From notice of award, our preconstruction team proactively integrates themselves into the design and planning process, allowing us to have the greatest impact on your project in terms of cost and schedule. We will work alongside and manage the design approach to provide the best value and constructability feedback for that level of design phase. Suffolk's ability to manage the design team from conception of the project provides a more holistic view to develop scope, identify gaps, and provide options before the construction documents are complete.

We emphasize frequent communication between the estimating team and the design team to ensure close collaboration and transparency of design and cost impacts. In addition, Suffolk will work with the design team to ensure timely and accurate trade bid packages are prepared for release.

Key components of our approach during design and preconstruction include:

- Design-Construction Phase Plan
- Design Pull Plan
- Design and Constructability Reviews



IN-HOUSE RESOURCE: SUFFOLK DESIGN MANAGEMENT

Working hand-in-hand with our Preconstruction Operations team, **Suffolk Design** is our in-house design management team which consists of licensed architects who are uniquely qualified to provide sophisticated design management leadership from conception through final completion. Suffolk Design provides significant value by **enhancing the effectiveness, accuracy, and detail of the design and documentation process leading to efficient and predictable construction.**

As architects working on the builder's side of the equation, our design managers appreciate the need to balance design vision with constructability, cost, and schedule goals. Suffolk Design seamlessly integrates with our clients, design partners, trade partners, and construction teams from day one.



Master Plan Reconciliation

This early process of communication with user groups transitions into a Master Plan Reconciliation phase, where the developed master plan is evaluated against regulatory requirements, survey and geotechnical data, and programming needs. The reconciled Master Plan will be presented to the Village for approval and subsequently used in discussions with permitting agencies to address specific project needs.

Meetings with Permitting Agencies

After the Village approves the reconciled Master Plan, the design team will conduct pre-application meetings with the relevant agencies overseeing the project site. These agencies include the South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), Lee County, and utility service providers.

Preparation of Construction Documents

The design team will prepare construction documents for the entire project site, delivered at 30%, 60%, 90%, and 100% completion intervals. These intervals will facilitate cost assessments, client decisions, and timely submittals to permitting agencies. Weston & Sampson, as the prime designer, will establish a design schedule that allows for thorough internal technical reviews and coordination with the subconsultant team. Weston & Sampson's in-house professional staff, who provide similar services as the subconsultants, will ensure productive collaboration and maintain quality. The construction documents will reflect the phased construction strategies developed in coordination with Suffolk and the Village, based on available funding for project execution.

Bid and Permit Coordination

At the conclusion of the design phase, the design team will support Suffolk and the Village with permit issuance and obtaining the Final Development Order. Local staff and subconsultants bring extensive familiarity with local codes, regulations, and permit requirements. During this phase, the team will address Requests for Information (RFIs), respond to permit comments, and assist with pre-bid and pre-construction meetings. Additionally, the team will review subcontractor bids for completeness and ensure they meet technical requirements to support Suffolk's efforts.



We promise to facilitate a **collaborative preconstruction and construction** process predicated exclusively on your goals, while leveraging our **approach delivering projects of similar complexity and scope**—this will **provide you the most value.**

Our Preconstruction Process



DESIGN-CONSTRUCTION PHASE PLAN

- Align project stakeholder's interests
- Establish achievable goals
- Define a clear road map



DESIGN PULL PLAN

- Identify deliverables
- Create accountability across teams
- Develop project schedule based on milestones for design and construction



DESIGN & CONSTRUCTABILITY REVIEWS

- Hold regular design and constructability reviews
- Define hand-offs
- Ensure complete plans and documents

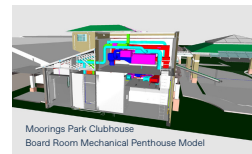
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Project Approach - Preconstruction | Design Management



BIM & VDC

The biggest advantages of Building Informational Modeling (BIM) and Virtual Design and Construction (VDC) are that they facilitate highly-detailed planning and execution. By leveraging BIM and VDC, the design team, Suffolk, and the trade partners are able to identify and solve constructability, coordination, and geometry challenges much earlier in the project lifecycle. Utilizing this detailed modeling tool results in dimensionally-accurate drawings, a more efficient work flow, as well as time and money savings.



MEP Coordination

Suffolk's in-house engineering team provides critical MEP insight during preconstruction, construction, and project turnover.

- MEP design and constructability reviews
- BIM clash detection and model oversight
- Lifecycle energy analysis
- MEP bid scope reviews
- Strategies for long-lead items and early bid packages
- Integrating start-up and commissioning into the overall project schedule
- Design-assist as necessary
- Design-build as necessary

Utilizing design-assist will allow major MEP, architectural, and structural coordination issues to be identified earlier to avoid redesign and offer cost-effective solutions to be incorporated into the final documents.

REVIT We start with the design Revit model and adapt it to construction methods and as-built information. We require our trade partners to use Revit and/or BIM on all projects.

DESIGN-ASSIST We work with trade partners to model their scope, hold regular meetings, and work hand-in-hand to review changes, impacts, constructability, and implementation.

MODEL MANAGEMENT We ensure that everyone is working with the most up-to-date information which requires full collaboration between the design team, subcontractors, vendors, facilities staff, and field teams. The final 'as-built' model will be handed off to the client during turnover.

LEAN BIM We use the model to visualize design decisions and impacts, and understand milestones for schedule pull planning in order to minimize waste.



Design-assist with the MEP trade partners will require a dedicated effort to working hand-in-hand with real-time pricing options, lead-time information, and optimization routing to help The Village of Estero make informed decisions.

Digital Engineering

Suffolk's Digital Engineering team collaborates with the design team to enhance coordination using BIM, sequencing, pre-planning, and MEP layout analysis. By pre-planning with the end user in mind, we ensure design intent is met, incorporate construction details, and prioritize scope to save money and avoid delays. This approach enables The Village of Estero to make timely decisions, identify constraints early, and explore alternatives. It also helps the design team focus on critical areas to release sooner and streamline early coordination.

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Project Approach - Preconstruction | Cost Control

Step 1. Establish Budget

- Establish consensus on project scope to develop accurate initial budget
- Early budget becomes baseline from which design progresses and key decisions are made
- Engage stakeholders in early conversations
- Collaboratively approach budgeting process for a more reliable budget based on a comprehensive project scope

Step 2. Maintain Budget

- Interval cost estimating
- Consistently evaluating the scope, design progress, and cost implications
- Provide full visibility for project costs during design
- Potential design adjustments can be made faster and with less budget implications

Step 3. Deliver GMP

- Provide maximum value and transparency
- Leverage strong market presence to acquire broad selection of qualified trade partners, solid numbers earlier in the process, and the best price
- Compile a set of clearly defined documents
- Produce an exhibit that accurately outlines the scope
- Properly scope all trades

Budget Management

We believe that truly controlling costs can best be accomplished when a format of continuous estimating is established from the start. Establishing the scope of the project early on is critical to determining the appropriate budget. Providing you with maximum value and complete transparency will be our top priority when developing the project budget and GMP.

The main goal of preconstruction will be to establish a proper initial project budget and then manage that cost throughout the life of the project. As design progresses, our team will update the estimate in detail—and reconcile with the baseline budget—to ensure that the design always stays within the target budget.

In collaboration with the design team, we will consult with suppliers and trade partners to refine the scope of work to ensure that desired budgetary goals are achieved without compromising program or design intent. We will support the compilation of clearly defined documents and produce exhibits to accurately outline the scope of work for our trade partners.

- Design team will track any major changes made to the design and produce a set of narratives, sketches, and drawings on a set interval
- Our team will price any changes
- Entire team will come together to review the changes and potential costs. The team will evaluate if the changes are valid, if direction needs to be adjusted, or if contingency can be used to pay for the changes
- Include key decision makers who can quickly provide approval

Getting to GMP

We will provide complete new estimates at Schematic, Design Development and 60% Construction Documents and reconcile with the entire team. This will ultimately lead to us providing a final GMP that meets your design goals and is on budget. Our estimates are transparent and include supporting data such as unit costs, backed up with material estimates and estimated labor hours. The granularity of our estimates will allow us to convey the required information to our partners in order to help the team make sound decisions. Real-time continuous cost estimating will be a crucial part of the process to facilitate decision making.

Target Value Design

As a team, we will work to establish a target project cost that has the consensus of all stakeholders. Once established, the team will set budget goals for each scope of work identified in the project estimate and design to that agreed-upon amount. The Suffolk team will constantly monitor costs to ensure the design and the budget stay on target.

On average, our team's variance from initial budget to final GMP is less than 1%

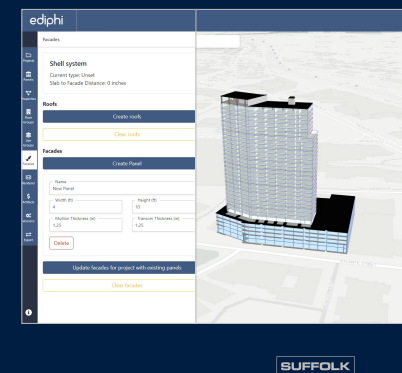
Value Management

Developing a list of cost-effective solutions that provides added value for you without compromising project program, design, or schedule will be an ongoing part of preconstruction and budget management. Finishes, MEP systems, ease of operation/maintenance, and life-cycle costs will all be important value engineering considerations. During a detailed analysis of your project, we will evaluate any premiums that are atypical from similar project in this market and communicate these with the team for thoughtful consideration of cost saving alternatives of equal performance. This analysis will ensure that you are saving the most money and achieving the maximum level of return on your investment.



IN-HOUSE ESTIMATING TOOL: EDIPHI

Our in-house estimating software, Ediphi, provides instantaneous, up-to-date project estimates. With Ediphi, we can generate informative estimates with minimal project inputs using a rich cloud database of scope and historical cost data. Once a project has been built in Ediphi, Suffolk estimators can easily adjust values to quickly reflect design updates — allowing for real-time budgeting as well as a higher-degree of accuracy. This technology provides a complete and holistic budgetary snapshot of your entire project and also has the ability to sort the estimate in different ways.



Project Approach - Preconstruction | Cost Control

Knowing the Market: Best Team, Best Value

We know we have the best estimators in the nation. Our dedicated MEP estimators know our market sectors inside and out. Many came from design firms and trade partners, which means they know what to look for at all stages of the project. Most importantly, our estimators have spent decades in the local market, and have the relationships and knowledge necessary to get the absolute best value for our clients. Our team estimates over \$500M annually in SWFL, and we have a unique buying power that can maximize the Village's investment.

In the past five years, Suffolk's local estimators have helped deliver over \$2B of projects in Lee County alone.

Given our **commanding presence in the regional market**, combined with a **healthy backlog** through 2026, we are confident that we are currently, and will remain, the **most informed contractor** to advise local market trends and **protect your interests**.

DMP Program

Suffolk has a proven track record of setting up Direct Material Purchasing (DMP) programs for a wide range of clients, helping them streamline their procurement processes and achieve cost savings. Leveraging years of expertise, we assist clients in optimizing supplier relationships, negotiating favorable terms, and implementing efficient purchasing strategies tailored to their specific needs. Our comprehensive approach ensures that every aspect of the DMP process is handled seamlessly, from initial planning and vendor selection to ongoing management and optimization. Trust Suffolk to guide you through creating a DMP program that enhances operational efficiency and delivers measurable results.



Managing Market Risk

Our strategies for hedging schedule and financial risk due to market conditions include:

- **LIVE UPDATES ON COMMODITY & MATERIAL MARKETS:** Our team stays abreast of all local, regional, and national markets including cost escalation and volatility at all times. We communicate in real-time any potential budget impacts and provide a path to course correct.
- **EARLY PROCUREMENT:** We start the lead time conversation as early as possible to ensure the desired materials can be procured on schedule. If needed, we provide comparable options that meet project objectives.
- **DESIGN-ASSIST & DESIGN-BUILD:** The early award of key trades to work alongside the design team is key. This leads to more complete drawings, schedule adherence, and cost certainty.
- **UNDERSTANDING OF TRADE PARTNER MARKET CAPACITY:** We have strong relationships with the local trades and know the right partners to bring onboard. We understand each firm's capacity and resources to perform work.
- **DIRECT VENDOR PROCUREMENT:** Our preconstruction team speaks directly with equipment vendors daily. This gives us an early start on purchasing long lead items as soon as design is complete, eliminating schedule disruptions from supply delays.



SUFFOLK

CASE STUDY



On Gateway High School, Suffolk saved the District **over \$800,000!**

On the Gateway High School project, Suffolk worked diligently during preconstruction to provide accurate and comprehensive cost information. **From the first internal conceptual estimate to the 100% design development budget, Suffolk's cost variance was only 0.3%.** Also, the team identified \$1,200,000 in value engineering options to the school district of which approximately \$650,000 in options were accepted and incorporated into the design. Examples of these options include different coatings, carpets, brand of bathroom partitions and types of fencing.

Project Approach - Preconstruction

Developing Logistics in Precon

With proper planning and a thorough design and preconstruction phase, we will be able to identify potential challenges and apply creative solutions. Developing detailed and thoughtful logistics plans will ensure the safety of all as we establish the project site and enter the construction phase.

We have formulated preliminary logistics plans that we believe will provide the most practical and efficient means to deliver the Estero Sports Park safely, on time, and on budget.

Our approach to logistics and coordination planning for the Sports Park incorporates:

- A site-specific Safety Plan
- Exploratory work and site survey
- Clear separation of construction activities with proper signage and protection
- Traffic management plan focused on mitigating neighborhood traffic congestion
- Communication plan for all stakeholders and the community
- Stormwater management plan for rain runoff and water storage

- Best windows for deliveries and preferred trucking route
- Locations for temporary parking and contractor parking
- Mitigation plan for potential impacts to daily operations and schedules

Working on Your Site

Suffolk understands the nuances of working on an active site and the sensitivity required to avoid disturbances to your daily operations. We understand how we operate can impact the experience for the community. Working on the site, we will demonstrate the highest level of respect and sensitivity to all ongoing activities.

During construction, Senior Project Manager Kyle Lampitt and Senior Superintendent Matt Pledger will work alongside The Village of Estero and maintain communication to ensure any construction-related disruptions to ongoing operations are completely avoided.



Site Knowledge

We have identified items that present opportunities that will guide the planning, design, and execution of the sports park project. Further studies and coordination with local partners and our team will allow us to address these factors and ensure the successful development of the park while maintaining safety, sustainability, and community benefit.

Local Trade Partner Utilization

Part of the above mentioned bidding effort includes ensuring trade partner diversity. We foster strong partnerships with local organizations, associations, community leaders, and agencies to mentor, coach, and recruit local residents. It is our strong commitment to the Village of Estero to utilize as many local minority and women workforces and local trade partners and vendors as possible. Our goal is to deliver the lowest responsible cost while maximizing local participation.



Over the last three years, Suffolk has awarded nearly **\$500 million in contracts to 180+ certified firms.**



SUFFOLK

Project Approach - Preconstruction | Safety & Quality

Safety Planning in Preconstruction

Engaging the team and your stakeholders in safety planning during preconstruction will include, but is not limited to:

- A communication plan and reporting cadence, such as daily communications between Suffolk's Safety Manager and The Village of Estero and with the community
- Building relationships with the community to ensure safe work practices for the entire area
- Developing an impact log and discussing any high hazard work and potential impacts
- Review logistics plans for safe movement in and around the site, as well as emergency egress and evacuation routes
- Creating a 24-hour hotline to track questions and concerns from the general public
- Discuss optimal window for deliveries to the construction site
- Ensure all trade partners are knowledgeable of and will adhere to Suffolk's safety requirements and training



TECHNOLOGY FOR SAFETY

	APPLICATION	DEMONSTRATED VALUE
SAFETY	Pre-Task Plan (PTP) App	• Creates high-quality PTPs and streamlines communication with our trade partners. • Identifies and manages risks prior to beginning work on hazardous activities.
	Predictive Safety	• Forecasts the risk of incidents based on proven and historical factors and AI.
	NewMetrix	• Enhances safety through modules for observations, monitoring, and predictive analytics.



The Village of Estero Permitting Process Quality Control Program

A vigilant quality control program that begins in preconstruction and is implemented throughout construction, occupancy, and beyond will be essential to the success of your project. Our team will meet, if not exceed, the high standards for quality that you expect. Our proposed team will ensure quality control by:

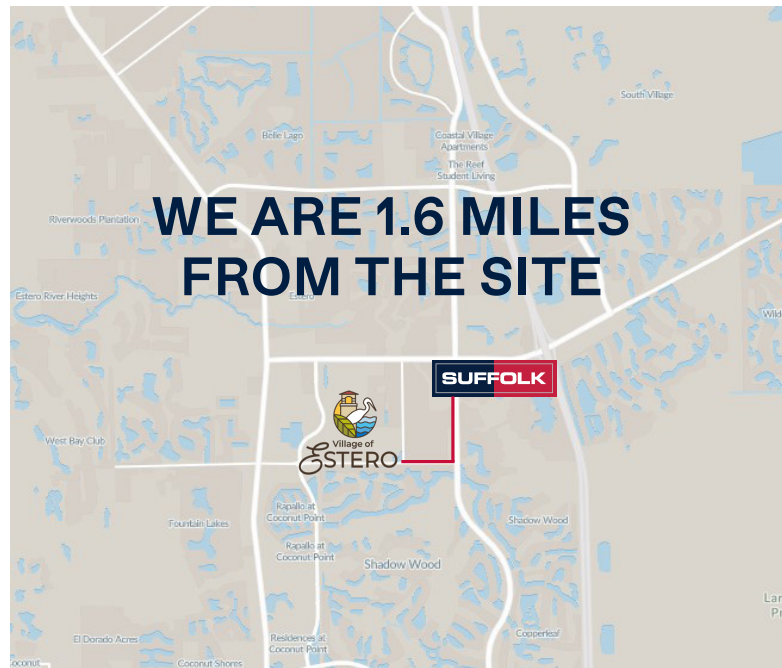
- Reviewing and coordinating all submittals and shop drawings
- Working with our superintendents to inspect all work on site
- Verifying that all materials are installed per the approved drawings
- Creating virtual or physical mock-ups, if necessary, for details to scale
- Coordinating with the BIM Manager to keep the model up-to-date



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Project Approach - Community Engagement

Suffolk is the largest local contractor, and leads the team with unmatched expertise and a proven track record of delivering transformative projects in the region. Weston & Sampson, Perez Planning & Design, and Schenkel Shultz complement this strength with their specialized project knowledge and commitment to excellence. **Together, our team embodies the experience, dedication, and community focus needed to deliver a project that will have a lasting impact.**



WE LOVE SUPPORTING OUR LOCAL COMMUNITY!



Lee Health Pedal for a Purpose



Habitat for Humanity Women Build Event Lee County



Bike Donation to Manatee Elementary School in Lee County



Walk for Wishes



Lee County Beach Clean Up



Panel for the FGCU Women in Construction



Suffolk Built a Playground for Make-A-Wish, Wish Kid Noah



School District of Lee County Golden Apple Award Sponsors



Junior Achievement Inspire at FGCU

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Project Approach - Construction

CONTINUITY FROM PRECON TO CONSTRUCTION

Our proposed project team consists of team members who are involved from preconstruction straight through to project turnover. **Project Executive John Hayes** will be your key point of contact throughout the project. This ensures a high level of continuity throughout the entire process and allows our construction professionals to leverage the lessons learned and strong relationships developed during preconstruction.

Providing you with a cohesive project team minimizes the project risk and eliminates unwanted surprises, delays, or disruptions during the construction phase because every member of the team is already familiar with the Estero Sports Park project requirements and your needs.

Strong Construction Presence

During construction, responsiveness from the design team is critical to the successful execution of the project. We will ensure that the same design team members assigned during the design phase remain actively engaged throughout construction, along with a dedicated construction administrator for the project. This team will attend regular construction meetings, coordinate support services, visit the site, and address issues through submittal reviews, RFI responses, inspections, punch lists, final completion, and permit closeout.

Trade Coordination & Communication

We know working efficiently and coordinating with our trade partners will drive decisions and construction activities, thus ensuring exceptional quality of execution in the field. Communication, transparency, and collaboration is key to remain engaged with trades and subcontractors.

Suffolk will consistently meet with the trades and foremen on site to facilitate meetings for safety, daily huddles, weekly work planning, and make-ready pull planning. All trades will have access to the project's Procore site and the same drawing sets, submittals, bulletins, specifications, and model.



Suffolk's Owner Portal pulls directly from our internal construction management Project Dashboard and provides mobile access to a live picture of a job's health.

Project Controls & Communication

Suffolk uses a host of tools for reporting and information management - all part of our integrated technology bundle. We will utilize project controls and communication tools to update your community and stakeholders. Our goal is to be transparent and provide project updates on a regular basis.

We utilize technology and applications to create predictability on our projects as well as enhance communication and information sharing. During an initial meeting with The Village of Estero we will determine the appropriate reporting tools for your project and establish the best workflow and cadence for communications.

	APPLICATION	DEMONSTRATED VALUE
REPORTING	Procore	• Streamlines and stores project documentation for transparency
	Owner's Portal	• Displays project metrics for collaboration and transparency in real-time
CONSTRUCTION	Voyage Control	• Provides on-site logistics management, delivery scheduling, and resource allocation. • Minimizes scheduling inefficiencies, manages inventory, and ensures quality.
	ClearStory	• Tracks change order work digitally, allowing teams to manage costs in real-time.
	Green Badger	• Streamlines LEED process for efficiency and on-time, on-budget project delivery.
	Wint	• Detects any water issues with auto-shut off and escalation capabilities.



Project Approach - Construction

Good Neighbor Approach During Construction

Ensuring the presence of your construction partner does not impede the daily activities and traffic of your neighborhood and community, is critical to the project's success. It is our social responsibility to promote transparency and continue engagement throughout construction. This will help to alleviate neighborhood concerns and inform of project milestones and schedule updates.

Weekly project updates will include all details related to noise levels, level of trucking, off-hour, and critical or atypical activities. A stream of information will be provided for local businesses, neighbors, and community organizations.

Examples of past strategies Suffolk has used to engage with the local community include:

- **Customized Scrim:** Local schools or organizations produced customized scrim featuring artwork for our K-12 projects.
- **Learning Opportunities:** A class visited Suffolk's CoLab to experience the hands-on technology utilized in managing a High School Project; local youth organizations toured our jobsites and learned about construction.
- **Social Media:** In collaboration with the High School team on their project, Suffolk shared project updates via Twitter, Facebook, and monthly newsletters. "Durfee Rising" served as a community online resource to follow and engage with the project's progress.
- **Town Halls & Community Meetings:** Suffolk will participate in meetings at the owner's request to discuss the project, update the community, and address concerns.

CASE STUDY

WORKING ON AN ACTIVE CAMPUS RIVERDALE HIGH SCHOOL



Suffolk is managing a 17-phase construction project on an occupied campus at Riverdale High School in Lee County, all completed on time and within budget. This experience in balancing active educational environments with efficient project execution is directly relevant to the Estero Sports Park project near Estero High School. Our proven ability to minimize disruptions, ensure safety, and deliver high-quality results makes us well-equipped to ensure the success of the Estero Sports Park.



EMR: 0.63

We are proud of our safety rating,
well below the industry average of 1.0

Safety Program Implementation

It will be critical to protect and separate all construction activities from surrounding operations. Throughout each phase, sensitive adjacencies, overhead protection, perimeter fencing, and secured movement to and away from the site will be meticulously accounted for and coordinated. Gated points around the jobsite perimeter will allow for secure entry for trucking, material deliveries, and guests.

Because of the proximity of Estero High School, close attention will be paid to the dust, vibrations, and noise that occurs in the work zone and clear signage that the public can easily follow will be installed. Pedestrian walkways will be maintained (continuously cleaned and well-lit) and wayfinding signage will be installed near each gate, intersection, and pedestrian walkway. This will include the maintenance of required emergency egress, evacuation routes for all, and addressing all ADA requirements.

OUR MANAGERS WILL:

- Resource and plan policy implementation.
- Monitor, measure, and review performance targets and achievements so we can learn from the experience, correct deficiencies, and ensure continuous improvement.
- Take appropriate action against any individual or contractor who fails to uphold Suffolk's safety rules and standards.
- Ensure, through appropriate coaching and training, that all employees competently undertake their duties without causing injury or ill health to themselves or others, or damage to property, plant, and equipment.
- Comply, with all health and safety legislation, regulation and codes of practice that are relevant to the business activity.
- Assess in advance the health and safety risk implications of any new processes, procedures, substances, and equipment to implement safe systems of work.
- Not allow any employee or contractor to undertake a task unless it can be completed safely.
- Report and investigate any incidents that occur and implement appropriate corrective actions to prevent recurrence.



JLA Badging

Suffolk understands the critical importance of JLA Badging for the Estero Sports Park project, especially given its proximity to Estero High School. Our 100% JLA Badging process ensures that all personnel involved in the project are thoroughly vetted, contributing to peace of mind for parents, educators, and students at the neighboring school.

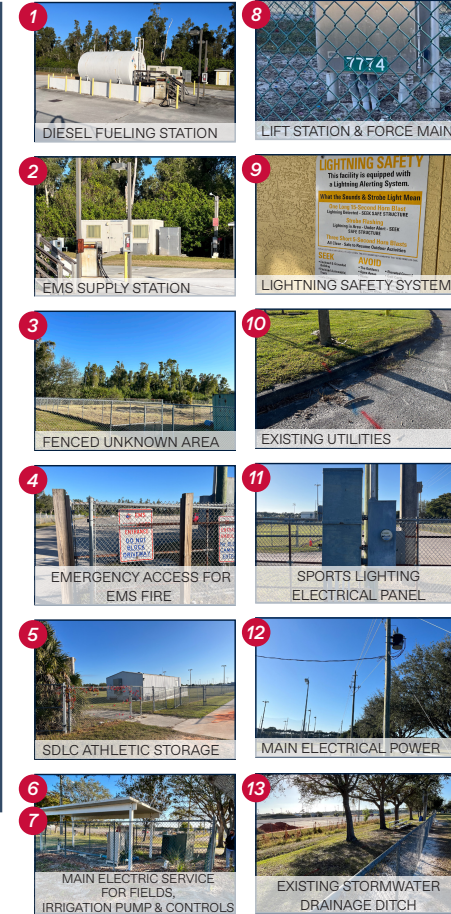
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Site Map - Current Conditions

Site Knowledge

The preliminary investigation of the future construction site for the proposed sports park, located in close proximity to Estero High School, has provided valuable insights into the existing conditions of the site. Several key observations have been made that will inform the design and planning process for the project.

With the current conditions, we have identified thirteen items that present opportunities that will guide the planning, design, and execution of the sports park project. Further studies and coordination with local partners and our team will allow us to address these factors and ensure the successful development of the park while maintaining safety, sustainability, and community benefit.



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Project Approach - Logistics & Phasing

1. Multiple land owners
2. Occupied site with public & school district activities
3. Utility coordination with Lee County
4. Emergency response access
5. Phased project due to funding
6. Integration of private partnerships to create public spaces
7. Creating central gathering space for the community



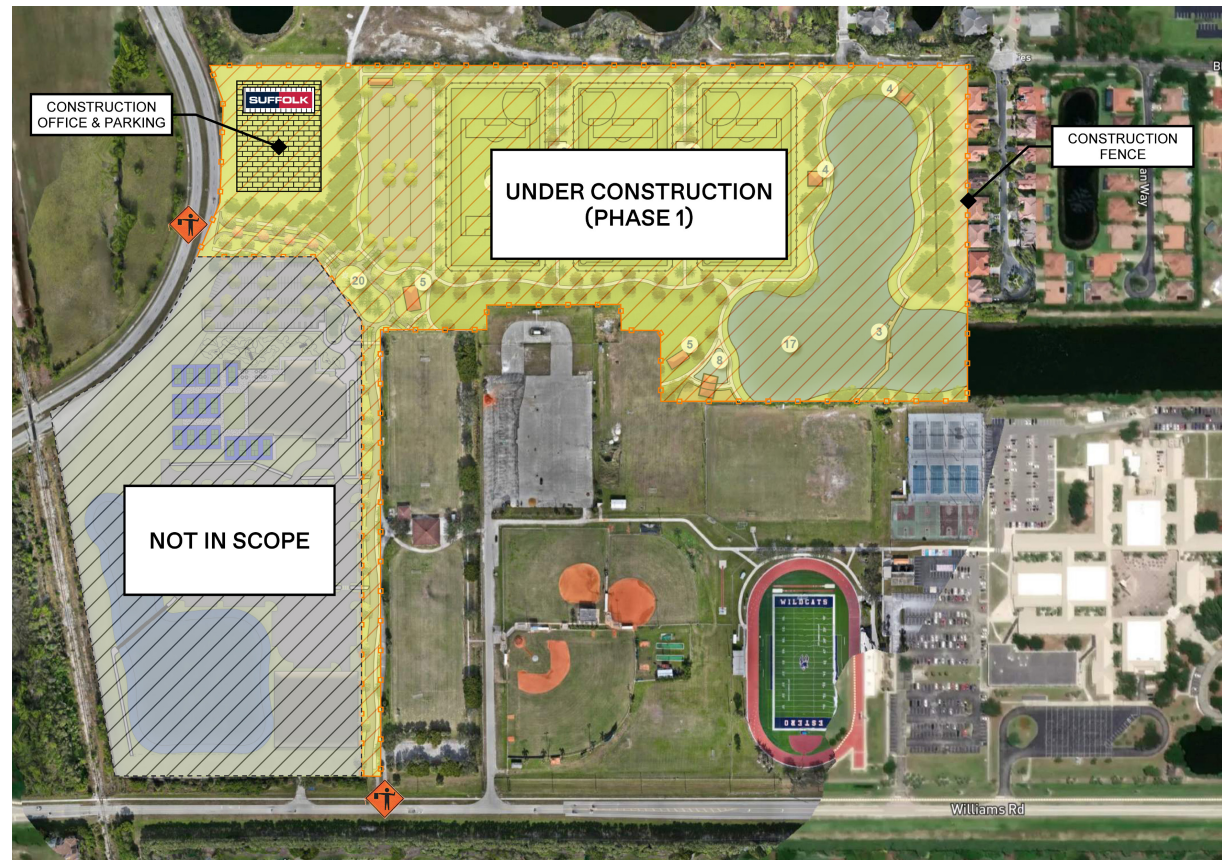
Project Approach - Logistics & Phasing

Our approach is based on the ability to minimize community impact, while delivering a world class facility.

In reviewing the phasing, we believe it is appropriate to deliver all play field and parking on the north side of the campus in order to provide parking for the new play fields prior to demolishing the existing pop warner fields and parking.

This allows for further coordination and review with Lee County School District, utilities, EMS for life safety, fire access road and diesel fueling requirements.

1. Secure all work areas
2. Mobilize with compound
3. Excavation and mass grading
4. MOT
5. Coordination with Lee County Utilities
6. Drainage
7. Paving
8. Roadway lighting
9. Coordination with Lee County EMS
10. Further exploration of diesel fueling station

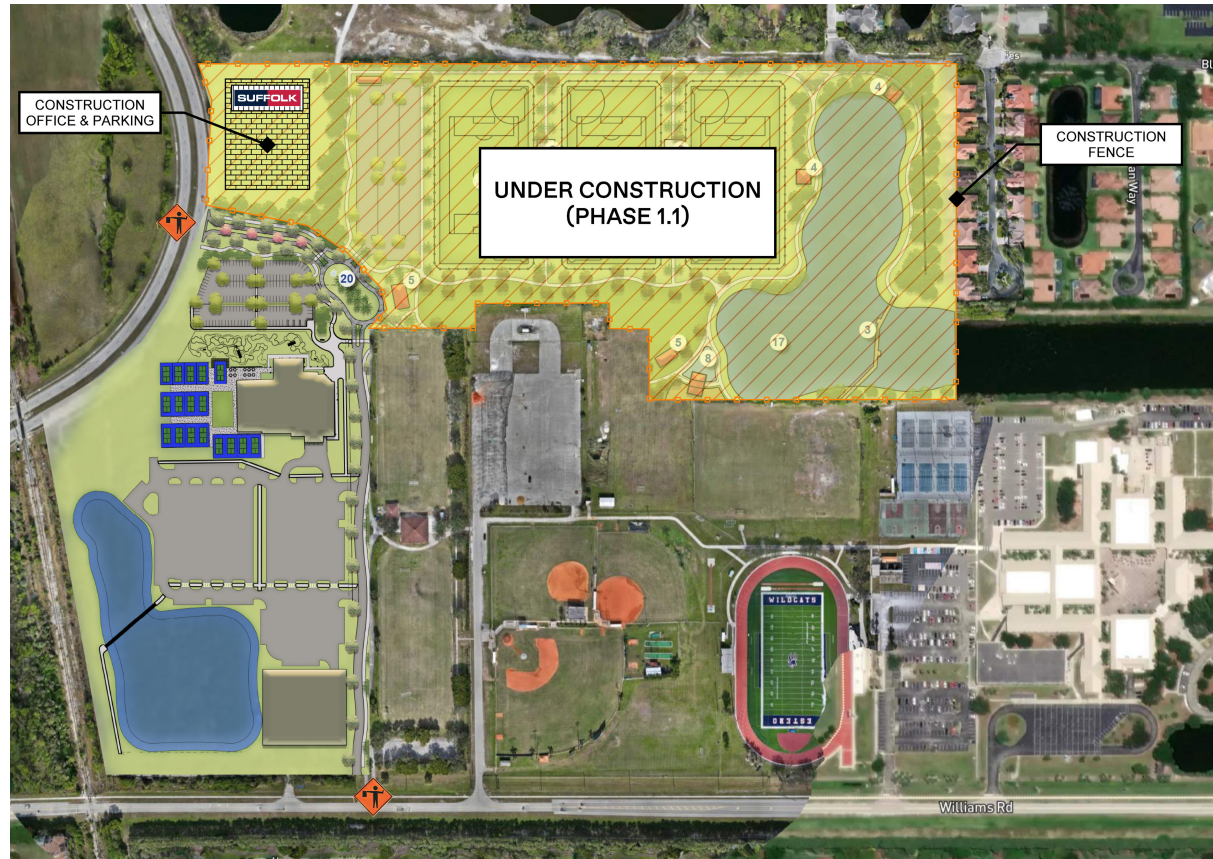


Project Approach - Logistics & Phasing

Entrances on Via Coconut and Williams road will be prioritized to provide access to the private development High Five. Meanwhile, we will continue work on the remainder of the site.

Continue to work on:

1. Perculating subgrade
2. Under-drain systems
3. Ortona sand
4. Turf installation
5. Bleachers
6. Concessions
7. Restrooms
8. Site Lighting
9. Lake & boardwalk
10. Parking lots
11. Scoreboards



Project Approach - Logistics & Phasing

Turning over fully function athletic field, bleachers, concessions, parking lots. This allows all community teams to continue to play uninterrupted with state of the art facilities.

We will now move our limits of construction to encompass current pop warner fields and portions of SDLC athletic fields. The football stadium renovation will be done during off season, while providing a safe passage to all baseball/softball fields.

The current baseball/softball field parking will remain intact for safe and convenient access.

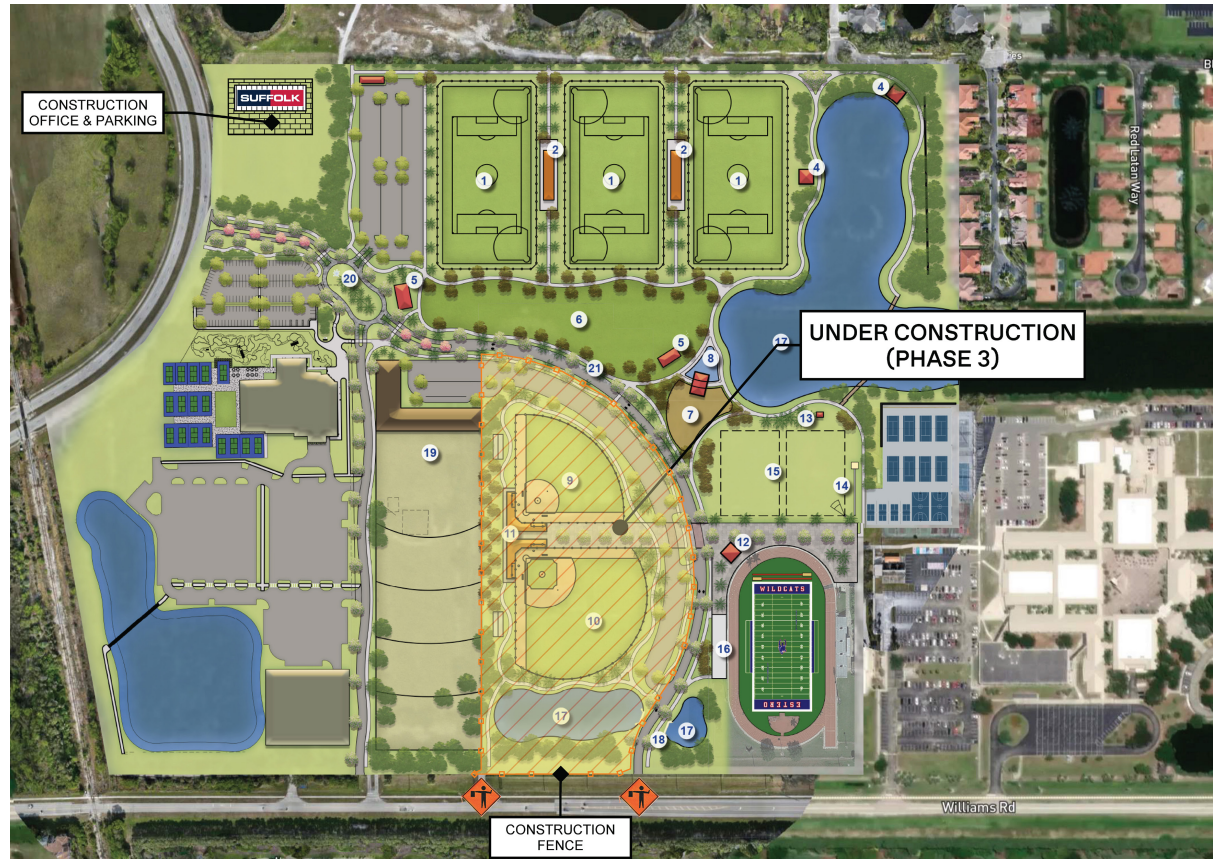
1. Secure all work areas
2. Excavation and mass grading
3. MOT
4. Drainage
5. Paving
6. Roadway lighting
7. Purculating sub grade
8. Under-drain systems
9. Ortona sand
10. Turf installation
11. Bleachers site lay
12. Concessions
13. Restrooms
14. Site Lighting
15. Lake & boardwalk
16. Parking lots
17. Football stadium seating and press box



Project Approach - Logistics & Phasing

Deliver site pad to the driving range provider and coordinate for construction. The football stadium, ROTC and main public spaces are open and in use. Commence with the renovation of the championship baseball and softball fields.

1. Secure work areas
2. Subgrade
3. Drainage systems
4. Turf Installation
5. Clay setting
6. Fencing
7. Scoreboards
8. Stadium seating
9. Concessions/restrooms
10. Paving
11. Roadway
12. Site lightings
13. Remainder of drainage system/lake



Project Approach - Logistics & Phasing

All phases are open to the public with thoughtfully planned, double-gated systems allowing secure access for public and students alike.



SUFFOLK

Project Approach - Schedule

Schedule Development

The goal of schedule development will be to provide you with a detailed, reliable, and efficient project work plan. We will ensure the participation of and engagement with the right stakeholders and trade partners for critical decision-making.

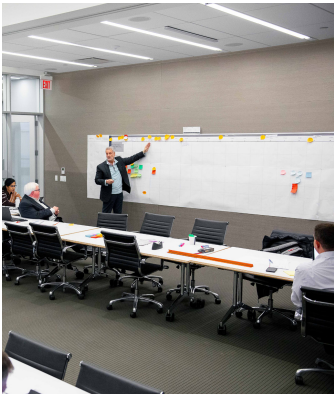
Utilizing the deliverables and commitments identified in the Design Pull Planning sessions and topic-specific workshops, in combination with data from our extensive prior experience, our team will deliver a realistic yet aggressive project schedule with reduced risk and complete transparency. Our scheduling approach will ensure:

- Up-front evaluation of construction means and methods, workforce planning, site safety, and material management
- Use of Primavera P6 scheduling software to develop and track a detailed overall project schedule
- Continual impact assessments to enable trade partners to improve resource utilization and reduce delivery times
- Task assignments are clearly defined before arriving on-site to minimize disruptions, errors, and inefficiencies
- Prerequisite work, design information, materials, and equipment will be ready
- Installation dates will strictly meet your project's master schedule

Our Planning Manager, Harold Pick will be heavily involved throughout preconstruction to develop a detailed and appropriately sequenced schedule based on your project. Our project management and field teams will continue to update the schedule through construction. Any schedule changes will be discussed as a team to determine potential impacts. **Our team will always look for solutions to keep the project on track.**



Harold Pick
Planning Manager,
Estero



TECHNOLOGY FOR PLANNING

	APPLICATION	DEMONSTRATED VALUE
Planning	Suffolk Edge	• Automates short-term planning from P6 schedule to enhance efficiency. • Improves trade partner schedules by streamlining task/labor activities. • Forecasts in real-time for early problem detection and improved billing projections.

Planning for the Unexpected

As a long-time Florida contractor, hurricane preparedness is central to our safety approach. Our refined procedures ensure safety for our employees, clients, and the public during a storm. Leading up to a storm, we diligently lower cranes, secure materials, and clear debris from the jobsite. We also distribute a contact list and communication plan to reach project stakeholders before, during, and after the storm, ensuring our employees, clients, and partners have resources to secure their families and properties.

- Up-front evaluation of construction means and methods, workforce planning, site safety and material management.
- Continual impact assessment will enable trade partners to dramatically improve the utilization of their resources, resulting in a reduced delivery time for your project.
- The proven process of pull planning will also continue into the construction phase and for the life of the project.
- Having all stakeholders in agreement prior to working in the field will create an environment of trust and collaboration.
- Task assignments and responsible disciplines will be clearly defined before arriving on-site, minimizing disruptions, errors, and inefficiencies.
- All trade partners will honor commitments based on their confidence that prerequisite work, design information, materials, and equipment will be ready.
- Installation dates that strictly meet your project's master schedule.



Unique to Suffolk, our self-perform subsidiary, Liberty, enables swift storm preparation and recovery with immediate access to local manpower, crane-lowering capabilities, and a nationwide network for additional resources. This in-house support shields our projects from labor shortages during storm events.

For this project, we will develop a hurricane preparedness plan to share with the owner and trade partners, with strategies including:

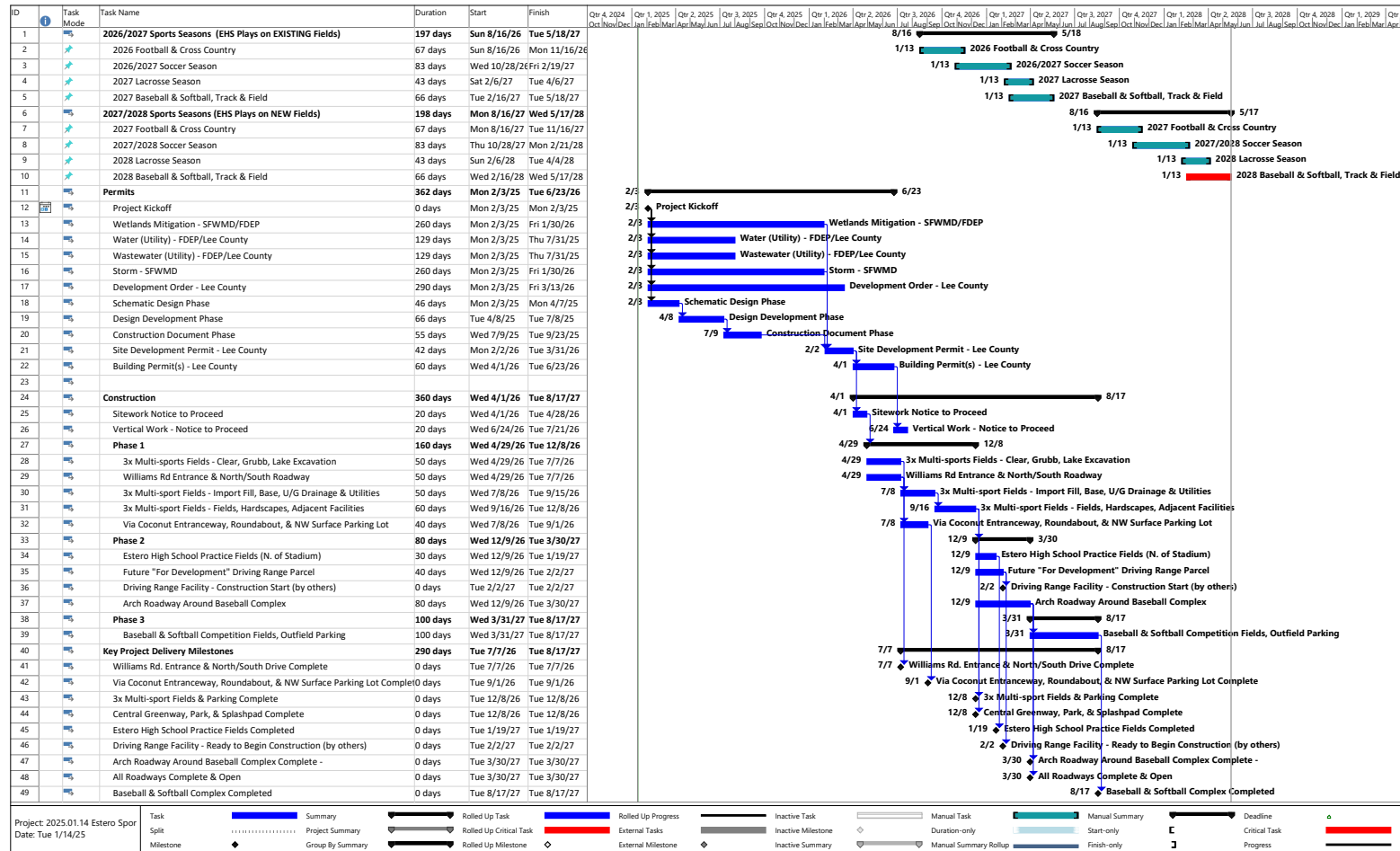
- Monitoring weather alerts and conducting pre-storm inspections
- Securing and storing containers, materials, and equipment
- Disconnecting electricity, water, and gas



SUFFOLK

Project Approach - Schedule

We will break out the permitting, design, and construction of the entrance to High Five Development and entry road to Williams to be complete by March of 2026.



Project Approach - Construction

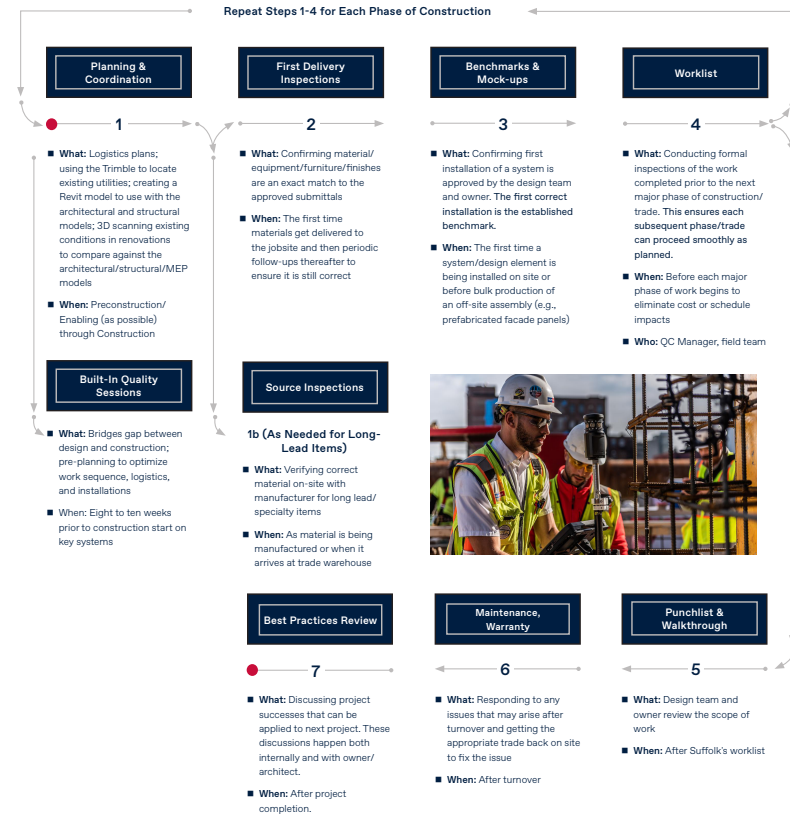
Quality Control

We know that a vigilant quality control program begins in preconstruction and is implemented throughout construction, occupancy, and beyond will be essential to the success of your project. Our team will meet, if not exceed, the high standards for quality that you expect. Our proposed team will ensure quality control by:

- Reviewing and coordinating all submittals and shop drawings
- Working with our superintendents to inspect all work on site
- Verifying that all materials are installed per the approved drawings
- Creating virtual or physical mock-ups, if necessary, for details to scale
- Coordinating with the BIM Manager to keep the model up-to-date



QA/QC IN CONSTRUCTION: METICULOUS ATTENTION TO YOUR DETAILS



SUFFOLK

Project Approach - Construction

Commissioning

We understand that ample time needs to be built in to the schedule for start-up, commissioning, and training of facilities, maintenance, and staff. Suffolk will work with your commissioning agent to ensure building systems perform according to design intent and operational needs. Together with the MEP team and commissioning agent, we will verify that all systems have been started and that all functional testing forms are accurately completed.

Walkthroughs and trainings with facilities and maintenance staff are conducted to familiarize them with the location of valves and equipment. We also deliver the operation/maintenance manuals and as-built drawings during this phase. Our team follows up on any deficiencies noted. Should needs arise, we will remain available and committed to you and your project after the warranty phase has completed.



Closeout, Turnover, and Warranty

Turning over your project on time is our priority. During closeout we will work tirelessly to finalize punchlist items, complete coordination with trade partners, review as-built drawings, and facilitate walkthroughs and training with your facilities team. The comprehensive turnover process on your project will consist of:

- Coordinating start-up and commissioning with trade partners
- Punchlist documentation and completion
- Operational and maintenance manuals
- Full trade and vendor lists
- Implementation of Warranty Issue Response Plan
- Review all as-built/record drawings, maintenance information, and warranty information in detail
- Workshop training sessions for end users and building maintenance personnel
- BIM 6D (if desired) for Facilities
- Financial Closeout



In-House Warranty Department

Our team will remain active even after closeout procedures are finished and the building has successfully been handed-off. As your partner, our commitment to your project will not expire with the warranty period.



Turnover & Walkthroughs



Owner Request Portal



24 / 7 Responsiveness

Setting Suffolk apart from typical contractors is our dedicated in-house Warranty Department. It has allowed us to take a proactive approach to the warranty process and ensures that our owners always have an available point of contact and swift resolution for any warranty work that may arise.



YOUR TRUSTED PARTNER

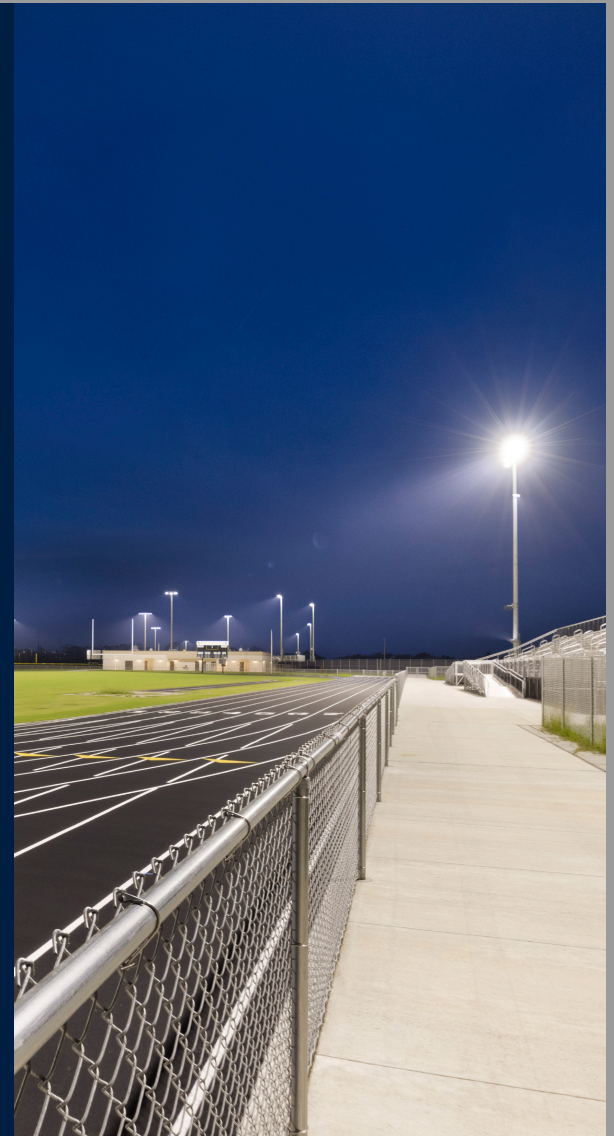
We are ready to support the Village of Estero in any way possible so that your vision for the Estero Sports Park is achieved. Our teams will hone their understanding of your needs through collaboration, active listening, and open communication starting in preconstruction and continuing through project closeout and beyond. We will commit the people, time, and resources necessary so that we clearly understand your most critical project goals and requirements.

As a multifaceted project, the Estero Sports Park will require a trusted partner who will provide technical sophistication, proactive solutions, transparent communication, and seamless integration with the existing chemistry of your team and the community. **Our team will provide just that and more. Suffolk is looking forward to being your partner to deliver your project at the best price, fastest schedule, and highest level of safety and quality.**

SUFFOLK

05

Required Forms





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 125 High Street, Suite 2205 Boston MA 02110		CONTACT NAME: Graham Hindle PHONE: 332-202-2920 FAX: 332-202-2920 E-MAIL: Graham.Hindle@alliant.com ADDRESS:															
INSURED Suffolk Construction Co., Inc. 10600 Chevrolet Way, Suite 301 Estero, FL 33928		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Co</td> <td>23035</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER C: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER D: General Security National Insurance Co.</td> <td>39322</td> </tr> <tr> <td>INSURER E: Berkley Regional Insurance Co</td> <td>29580</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Liberty Mutual Fire Insurance Co	23035	INSURER B: Starr Indemnity & Liability Co	38318	INSURER C: XL Insurance America, Inc.	24554	INSURER D: General Security National Insurance Co.	39322	INSURER E: Berkley Regional Insurance Co	29580	INSURER F:	
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INSURER E: Berkley Regional Insurance Co	29580																
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 360962837 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	TB2-641-444149-044	8/31/2024	8/31/2025
						EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444149-054	8/31/2024	8/31/2025
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	1000584589241	8/31/2024	8/31/2025
						EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC2-641-444149-074	8/31/2024	8/31/2025
						☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	1st Layer Excess Liab	Y	Y	US00035484LJ24A	8/31/2024	8/31/2025
D	2nd Layer Excess Liab	Y	Y	BCS 8800096-30	8/31/2024	8/31/2025
	3rd Layer Excess Liab	Y	Y	FA0120253-2024-1	8/31/2024	8/31/2025
						Each Occ/Aggregate \$15,000,000 Each Occ/Aggregate \$12,500,000 Each Occ/Aggregate \$12,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Pollution Liability
Policy Number ICELLUW00159752 effective 8/31/2024 – 8/31/2025 Ironshore Specialty Insurance Company (Non-Admitted)
Pollution Liability Limit: \$50,000,000 per claim/aggregate
- Professional Liability
Policy Number CEO7421755 effective 8/31/2024 – 8/31/2025 Indian Harbor Insurance Company
Professional Liability Limit: \$25,000,000 per claim/aggregate

See Attached...

CERTIFICATE HOLDER Village of Estero Procurement Manager 9401 Corkscrew Palms Circle Estero FL 33928	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: SUFFCON-01

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc. POLICY NUMBER CARRIER	NAMED INSURED Suffolk Construction Co., Inc. 10600 Chevrolet Way, Suite 301 Estero, FL 33928 NAIC CODE EFFECTIVE DATE:
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE: RFP #100625, ESTERO SPORTS PARK CMAR.

The Village of Estero, and its officers, officials and employees are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability, Pollution and Umbrella/Excess Liability policies. Automobile, General Liability, Pollution and Umbrella/Excess Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss. A Waiver of Subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Automobile, General Liability, Workers Compensation, Pollution and Umbrella/Excess Liability policies.

ACORD 101 (2008/01)

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January 14, 2025

Village of Estero
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

**Re: Suffolk Construction Company
RFP – ESTERO SPORTS PARK CMAR**

To Whom it may concern:

The purpose of this letter is to provide information to you regarding your request for insurance qualifications for the above captioned project.

Alliant Insurance Services is the current Broker of Record for insurance and insurance services for Suffolk Construction Company, Inc. As Broker for Suffolk, Alliant can confirm that Suffolk's Insurance program meets or exceeds the requirements outlined in the Request for Proposal for the captioned Project.

For the builders risk requirement, Suffolk maintains a master builders risk program which would allow them to utilize the placement of a tailored project specific builders risk policy on a replacement cost basis.

Should you have any additional questions or concerns, please feel free to contact me at James.Hamel@Alliant.com or my cellphone 339.235.5631.

Sincerely,

James Hamel
Vice President, Account Executive -Lead

Alliant Insurance Services, Inc. • 131 Oliver St. • 4th floor • Boston, MA 02110
Phone (617) 535-7200 Fax (617) 535-7205 • www.alliantinsurance.com

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) Suffolk Construction Company, Inc. Business name, if different from above				
Print or type See Specific Instructions on page 2	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶		Requester's name and address (optional)	
	Address (number, street, and apt. or suite no.) 10600 Chevrolet Way, Suite 301		City, state, and ZIP code Estero, FL 33928	
	List account number(s) here (optional)		Social security number : : : or Employer identification number 04 : 2776356	
	Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.			
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.				
Sign Here Signature of U.S. person ▶ <u>James Hamel, General Counsel</u> Date ▶ <u>July 11, 2024</u>				
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.				
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.				
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien. • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States. • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,				
Cat. No. 10231X		Form W-9 (Rev. 10-2007)		
SUFFOLK				

LOBBYING AFFIDAVIT

STATE OF Florida
 COUNTY OF Palm Beach

Juan Diaz being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) ^{Asst.} secretary or (authorized representative) (circle one) of Suffolk Construction Company, Inc., dba Suffolk (Bidder/Proposer), maker of the attached bid/proposal and that neither the Bidder/Proposer nor its agents have lobbied to obtain an award of the Agreement required by this solicitation from the Village of Estero, Council Members or employees of the Village, individually or collectively, regarding this solicitation.

AFFIANT

Juan Diaz, General Counsel & Asst. Secy

Notary Public
 STATE OF Florida
 COUNTY OF Palm Beach

The foregoing instrument was signed and acknowledged before me this 13 day of January, 2025, by Juan Diaz by means of ☒ physical presence or ☐ online notarization who produced the following as identification _____ (type of identification) or is personally known to me.

My Commission Expires 9-14-2028

[stamp or seal]

Ellen M. Rand
 [Signature of Notary Public]
Ellen M. Rand
 [Typed or printed name]



ELLEN M. RAND
 Notary Public
 State of Florida
 Comm# HH587096
 Expires 9/14/2028

NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS/PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

NON-COLLUSION AFFIDAVIT

STATE OF Florida
 COUNTY Palm Beach

Juan Diaz being duly sworn, deposes and says that:

- (1) He/she is General Counsel & Asst. Secretary of Suffolk Construction, Title Firm/Company, the Proposer that has submitted the attached Bid/Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Bid/Proposal.
- (4) Neither the said Bidder/Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder/Proposer, firm or person, to submit a collusive or sham Bid/Proposal in connection with the Agreement for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder/Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Bidder/Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Village or any person interested in the proposed Agreement.
- (5) The price or prices submitted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)

Juan Diaz
 General Counsel & Asst. Secretary
 (Title)

STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th January 2025 by Juan Diaz, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Ellen M. Rand

(Signature of Notary Public)

Ellen M. Rand

(Name of Notary, typed, printed or stamped)

HH587096

(Serial Number)

(Notary's Seal)



ELLEN M. RAND
 Notary Public
 State of Florida
 Comm# HH587096
 Expires 9/14/2028



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 16, 2025

Agenda Item:

Acquisition of General Landscaping, Mowing, & Irrigation Services

Motion to approve awards of landscaping, mowing and irrigation services for Village roadways for Mainscape, Inc., in an amount not to exceed \$1,432,600 annually, and to P & T Lawn & Tractor, for an amount not to exceed \$581,107 annually.

Background:

On February 28th 2025, the Village issued an Invitation to Bid (ITB 101025) for landscaping, mowing and irrigation services, with a closing date of March 31st 2025. The Village last competitively solicited these services in 2019. The ITB sought bids for nine separate geographic areas in the Village, and indicated that the Village reserved the right to make multiple awards depending on which bidders were lowest for each area. The Village received four bids:

- Lucky Landscaping, Inc.
- Mainscape Inc.
- P & T Lawn and Tractor Service, Inc.
- Superior Landscaping & Lawn Service Inc.

The award process for the ITB process is to make an award to the lowest, responsive, responsible bidder(s). After the bids in this case were opened, the Procurement Manager reviewed the bids for responsiveness, responsibility, and price, and determined that the bids from Lucky Landscaping, Inc. (lowest overall) and Superior Landscaping & Lawn Service (highest) were non-responsive (meaning they failed in some way to provide the basic information sought in the solicitation).

The two remaining bidders who were found to be responsive and responsible had low bids in some areas but not others. As a result, the Procurement Manager recommends awarding portions of the work to Mainscape and P&T where each was the low bidder. That breakdown is as follows:

Mainscape Inc.

P & T Lawn and Tractor Service

Section 2 Estero Parkway

Section 1 Street Mowing Services

Section 3 US 41 Medians

Section 4 Corkscrew Road

Section 5 Corkscrew Road

Section 6 I-75 Interchange

Page 1 of 2

Section 9 Post Storm CleanupSection 7 Ben Hill GriffinSection 8 Three Oaks Parkway & Imperial
Pkwy Monuments

Resulting in yearly awarded totals for each vendor:

Mainscape, Inc.	\$1,432,600
P & T Lawn & Tractor	\$581,107

While the Village develops stand-alone contracts for more complex, costly, or unique service or commodity acquisitions, for relatively common services or commodities where the work performed or commodities ordered are recurring over the relevant award period, the award will be by issuance of a Purchase Order through which invoices may be submitted and paid. The Purchase Orders will not have a term, but rather services may be terminated by either party at any time.

Pursuant to § 2-174(b), Village Council must approve all Category Three awards (\$75,000 or greater). Therefore, staff is requesting approval of the awards so Purchase Orders may be issued.

Action Requested:

Motion to approve awards of landscaping, mowing and irrigation services for Village roadways for Mainscape, Inc., in an amount not to exceed \$1,432,600 annually, and to P & T Lawn & Tractor, for an amount not to exceed \$581,107 annually.

Process and Timeline:

If Council approves the recommended action, staff will issue corresponding Purchase Orders, with services to commence May 1st 2025.

Financial Impact:

The yearly cumulative expense for the two awarded vendors is a not-to-exceed amount of \$2,013,707.

Prepared by: Steve Gillette

Attachments: N/A

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 16, 2025

Agenda Item:

Second Reading Ordinance No. 2025-03 repealing Article III of Chapter 10 of the Village Code regarding disaster recovery.

Approve Ordinance No. 2025-03.

Background:

When the Village became incorporated as a municipality, it largely adopted significant portions of the Lee County Code as its “starter code” to ensure both continuity and that it had some regulatory scheme for its operations. One portion of the prior County code remaining in the Village Code is Article III (Post-Disaster Recovery) of Chapter 10 (Emergency Management and Emergency Services).

These Code provisions address those topics at the large County level, referencing things such as water treatment plants that the Village does not operate. Further, these Code provisions also adopt a “substantial damage” formula and procedures (related to FEMA post-disaster reconstruction rules) different than the Village’s current rules.

In the years since incorporation, the Village has adopted its own codes and procedures related to emergency management, including adopting Ordinance 2018-08 (Local States of Emergency), and Resolution 2024-15 (adopting an Emergency Response Plan). It has also adopted (and regularly updates in consultation with FEMA) its floodplain rules in Village Code § 7-3, including its Substantial Damage regulations, and has most recently worked with FEMA to develop Village-specific post-disaster plans related to ensuring compliance with the floodplain regulations related to post-disaster rebuilding.

The Village Attorney has conferred with the Village Manager and relevant Village Department heads and staff and has determined that the provisions of the County code to be repealed in this Ordinance are no longer consistent with actual Village operations, or other more recent enactments, and are no longer needed in the Code. Therefore, the Village Attorney has recommended the County codes incorporated into Article III of Chapter 10 of the Village Code be repealed.

Action Requested:

Approve Ordinance No. 2025-03.

Process and Timeline:

Ordinance No. 2025-03 was adopted on first reading, and is scheduled for second reading and public hearing on April 16, 2025.

Financial Impact:

N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

1. Ordinance No. 2025-03

ORDINANCE NO. 2025 - 03

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, REPEALING ARTICLE III OF CHAPTER 10 OF THE VILLAGE CODE REGARDING DISASTER RECOVERY; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, upon becoming incorporated as a municipality, the Village of Estero (the Village) largely adopted significant portions of the Lee County Code to ensure continuity and that it had some regulatory scheme for its operations; and

WHEREAS, one portion of the prior County code remaining in the Village Code is at Article III (Post-Disaster Recovery) of Chapter 10 (Emergency Management and Emergency Services); and

WHEREAS, these Code provisions address those topics at the large County level, referencing things such as water treatment plants that the Village does not operate; and

WHEREAS, these Code provisions also adopt a “substantial damage” formula and procedures (related to FEMA post-disaster reconstruction rules) different than the Village’s current rules; and

WHEREAS, in the years since incorporation, the Village has adopted its own codes and procedures related to emergency management, including adopting Ordinance 2018-08 (Local States of Emergency), and Resolution 2024-15 (adopting an Emergency Response Plan); and

WHEREAS, the Village has also adopted and regularly updates its floodplain rules, including its Substantial Damage regulations, in Village Code § 7-3, and has most recently worked with FEMA to develop Village-specific post-disaster plans related to ensuring compliance with the floodplain regulations; and

WHEREAS, the Village Attorney has conferred with the Village Manager and relevant Village Department heads and staff and has determined that the provisions of the County code are no longer consistent with actual Village operations, or other more recent enactments, and so has recommended the County codes be repealed; and

WHEREAS, the Village Council finds that the provisions in this Ordinance are in the best interests of the Village and its residents and business community by ensuring its Code is consistent with current FEMA-approved Village policies and procedures, and actual Village disaster response practices.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Article III (Post-Disaster Recovery) of Chapter 10 (Emergency Management and Emergency Services) of the Village Code is hereby repealed in its entirety:

ARTICLE III. POST-DISASTER RECOVERY

~~Sec. 10-48. Purpose and intent.~~

- ~~(a) The provisions of this article may be cited as the "Post-Disaster Recovery Ordinance."~~
- ~~(b) It is the intent of the Village to establish, prior to a storm event or emergency constituting a major or catastrophic disaster, organizations that will oversee the recovery and reconstruction process and also serve to advise the Village Council on recovery and reconstruction issues. These organizations will also identify opportunities to mitigate future damages through the management of recovery and reconstruction. It is further the intent of the Village to allow rebuilding and reconstruction in an orderly manner by controlling the issuance of building permits, development orders and site plans in order to manage the location, timing, and sequence of reconstruction and repair. Although usual preservation procedures cannot be followed in the aftermath of a disaster, generally accepted standards for historic preservation will be followed in the post-disaster response. To further this intent, the Village will make every effort to develop its capacity to identify and coordinate various post-disaster recovery and reconstruction resources while at the same time ensuring maximum local control over the recovery and reconstruction process.~~
- ~~(c) Following a major or catastrophic disaster, sufficient time must be provided to conduct damage assessment, classify and categorize individual structure damage, evaluate the effectiveness and enforcement of the existing building code.~~
- ~~(d) In the event of a major or catastrophic disaster occurring in the Village, a public health and safety threat may result from the generation of widespread debris. Such debris constitutes a hazardous environment for all modes of movement and transportation of residents as well as emergency aid and relief services, endangerment to all properties of the Village, an environment conducive to breeding disease and vermin, and greatly increased risk of fire. Under these circumstances, it is in the public's interest to collect and remove disaster debris from properties whether public lands, public or private roads, and gated communities to eliminate an immediate threat to life, public health and safety, to reduce the threat of additional damage to improved property, and to promote economic recovery of the community at large.~~

~~Sec. 10-49. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Building value* means the latest total assessment of all improvements on a parcel of land recorded on the County Property Appraiser's file before the structure was damaged.~~

~~*Catastrophic disaster* means a disaster that will require massive state and federal assistance including immediate military involvement.~~

Chief Building Official means the Community Development Director who is hereby designated to implement, administer and enforce the building permit moratoria provisions of this article.

Current regulatory standards for new construction means the following:

(1) ~~— Federal requirements for elevation above the 100-year flood level.~~

(2) ~~— Building code requirements for floodproofing.~~

(3) ~~— Repair work meets current building and life safety codes.~~

Damage assessment means a systematic procedure for evaluating damage to public and private property, based on current replacement cost. The assessment may be used to determine if the damaged area can qualify for federal or state disaster assistance.

Destroyed structure means a structure that is a total loss or damaged to such an extent that repairs are not technically or economically feasible. The indicator for this category is if the cost to repair exceeds 50 percent of the replacement value at the time of damage or destruction.

Disaster Advisory Council means a group of officials designated by this article for the effectuation of its purposes.

Emergency Review Board means a committee of three members from the post-disaster recovery task force established for the purposes of this article.

Historic resource means any prehistoric or historic district, site, building, structure, object or other real or personal property of historical, architectural or archaeological value. Historic resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government or culture of the Village, the State or the United States.

Local damage assessment team means a group of individuals designated by the local jurisdiction to perform damage assessment according to State and Federal requirements.

Major damage structure means a structure that can be made habitable with extensive repairs. Damage may include foundation, roof structure, and major structure components. The indicator for this category is if the cost to repair is greater than 25.01 percent and up to and including 50 percent of the replacement value at the time of damage.

Major disaster means a disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.

Minor damage structure means a structure that can be made habitable in a short period of time with minimal repairs. Damages may include doors, windows, floors, roofs, central air conditioners, and other minor structure damage. The indicator for this category is if the cost to repair is 25 percent or less than the replacement value at the time of damage.

Minor disaster means a disaster that is likely to be within the response capabilities of local government and to result in only a minimal need for State or Federal assistance.

Post-disaster recovery task force means a group of officials designated by and for the purposes of this article.

Replacement cost means the actual cost to repair, reconstruct, rebuild or replace a damaged structure. The term "replacement cost" will not include the following parts of a structure or items not considered a permanent part of the structure: building plans, surveys, permits, sidewalks, pools, screens, sheds, gazebos, fences, furniture and carpeting. For purposes of this article, the replacement cost will be compared to the structure's replacement value to determine the percent of the structure damaged.

Replacement value of a structure means the market building value contained in the County Property Appraiser's file multiplied by one of the following factors:

- (1) 120 percent in a major disaster; or
- (2) 150 percent in a catastrophic disaster.

The structure's owner may opt to establish replacement value by hiring a state-certified property appraiser rather than use the formula stated in this definition.

Structure means that building or accessory building which is built or constructed.

~~Sec. 10-50. Post-disaster redevelopment priorities.~~

The following priority sequence will govern community rebuilding and redevelopment efforts:

- (1) Reestablishing services that meet the physical and safety needs of the community, to include water, food, ice, medical care, emergency access, continuity of governmental operations, emergency communications, security of residents and possessions from harm, health, and temporary housing.
- (2) Reestablishing infrastructure necessary for community reconstruction (i.e., electrical distribution systems, potable water and sanitary sewer service, restoring medical and health care, rebuilding damaged transportation facilities, and housing facilities).
- (3) Restoring the community's economic base, as defined by the Lee Plan or accepted econometric principles and practices.
- (4) Improving the community's ability to withstand the effects of future major or catastrophic disasters.

~~Sec. 10-51. Essential service and facility restoration priorities.~~

- (a) *Generally.* The following priorities will govern power and communication service restoration once damaged electrical transmission systems, substations and distribution systems are restored:
 - (1) *Priority no. 1.* Emergency response and recovery facilities having no emergency power or telephone service (community emergency operations or command centers, response/recovery centers); medical facilities having no emergency power; repairing emergency communication centers and facilities; and designated facilities providing emergency food, water and ice.

- ~~(2) *Priority no. 2.* Water treatment and pumping facilities, special care centers, nursing home facilities having no emergency power, law enforcement and fire stations having no emergency power, the Southwest Florida International Airport, Page Field, staging areas and distribution centers requiring emergency power, and County/State detention centers (the jail, stockade).~~
- ~~(3) *Priority no. 3.* Wastewater treatment plants and lift stations, general telephone service, solid waste facilities, medical facilities having emergency power, nursing homes having emergency power, law enforcement and fire stations having emergency power, public shelters still housing evacuees and the homeless, adult congregate living facilities, facilities serving as disaster application centers for federal disaster relief, and public and private facilities necessary for resource management and distribution activities (government facilities handling emergency purchasing, designated grocery store/restaurant outlets).~~
- ~~(4) *Priority no. 4.* Community areas receiving minor damage, and other government facilities.~~
- ~~(5) *Priority no. 5.* Community areas receiving major damage.~~
- ~~(6) *Priority no. 6.* Community areas receiving catastrophic damage.~~
- ~~(b) *Water service restoration procedures.* The following procedures will govern restoration of water service:~~
 - ~~(1) Valve off major leak areas.~~
 - ~~(2) Work with private franchises providing service to determine extent of damaged facilities and reestablish service.~~
 - ~~(3) Identify highly damaged areas.~~
 - ~~(4) Assess and provide service to meet critical customer needs (i.e., emergency response and recovery facilities, Southwest Florida International Airport, hospitals, nursing homes, emergency public shelters, kidney dialysis patient facilities, and other identified emergency response facilities).~~
 - ~~(5) Establish emergency water sites as necessary.~~
 - ~~(6) Establish priorities and repair damaged facilities in the following order: treatment plants, trunk mains, distribution mains, service connections.~~
 - ~~(7) Repressurize area water systems as necessary.~~
 - ~~(8) Establish area water potability.~~
- ~~(c) *Wastewater service restoration procedures.* The following procedures will govern wastewater service restoration:~~
 - ~~(1) Assess damages to system (wastewater treatment plants, lift stations, electrical support systems, to include evaluating the need to take lift stations off line in flooded evacuated areas to avoid damage to property when power is restored).~~
 - ~~(2) Work with private franchises providing service to determine extent of damaged facilities and reestablish service.~~

- ~~(3) Coordinate recovery operations in determining and repairing any damages to wastewater treatment plants within the Village.~~
- ~~(4) Determine need and provide emergency service to emergency response and recovery facilities, Southwest Florida International Airport and Page Field, and hospitals.~~
- ~~(5) Repair damaged facilities in the following sequence: treatment plants first, then lift stations starting with those closest to the treatment plants.~~
- ~~(6) Reestablish wastewater service to franchise areas as power and water service are restored.~~

~~Sec. 10-52. Post disaster debris clearance and disposal strategies.~~

- ~~(a) The following policies will govern emergency debris clearance, removal and disposal strategies:~~
 - ~~(1) Emergency access to aid search and rescue operations;~~
 - ~~(2) Major arterial roadways linking the Village to intercounty traffic;~~
 - ~~(3) Major arterial roadways providing access to designated response/recovery centers (the Civic Center, the County Sports Complex), the Southwest Florida International Airport, public/private utility companies providing water service, and entry roads to the Village's designated solid waste disposal facilities;~~
 - ~~(4) Major arterial roadways providing access to roadways carrying intercounty traffic;~~
 - ~~(5) Roadways providing access to designated staging areas and distribution centers supporting disaster relief efforts;~~
 - ~~(6) Roadways providing access to major commercial activity centers;~~
 - ~~(7) Minor arterial roadways coming under Village maintenance responsibility;~~
 - ~~(8) Collector roadways under Village maintenance responsibility;~~
 - ~~(9) Other roadways under Village maintenance responsibility; and~~
 - ~~(10) Private roadways, including gated communities.~~
- ~~(b) Once road clearing operations supporting search and rescue operations, clearing intercounty roadways, and providing access to designated response/recovery centers are completed, debris clearance will be guided by the following priority sequence:~~
 - ~~(1) Area medical facilities with emergency rooms, areas designed for field medical sites, areas designated for staging and distributing disaster relief aid;~~
 - ~~(2) Facilities designed as centers for emergency response operations, fire district and law enforcement stations;~~
 - ~~(3) Areas with minor damage;~~
 - ~~(4) Areas with major damage;~~
 - ~~(5) Areas with catastrophic damage; and~~
 - ~~(6) Private roadways, including gated communities.~~

- ~~(c) Debris will be separated to avoid mixing hazardous materials and hazardous waste with other types of debris.~~
- ~~(d) Agencies or organizations contracted to clear, remove and dispose of debris will follow the following principles:~~
 - ~~(1) Debris collection and removal procedures from residential and commercial properties will adhere to the collection sequence priority established by the Village. Instructions will be provided to the public to separate debris. Notification will also be provided of the established schedule for picking up general debris classes.~~
 - ~~(2) Storage areas will be operational within seven to ten days after the disaster to separate debris that does not fall under the residential and commercial property programs.~~
 - ~~(3) Open pit burning, burning by incineration, mulching or chipping horticultural debris, hauling mulched or chipped debris out of the Village, disposal of approved solid waste sites and debris reuse and recycling will be acceptable methods of debris disposal, provided these methods meet all applicable rules and regulations established for such operations.~~

~~Sec. 10-53. Determination of damage, build back policy, moratoria, emergency repairs and emergency permitting system.~~

- ~~(a) *Determination of damage.* The primary task of the local damage assessment team is to identify structures damaged as a result of the disaster. The Village damage assessment team will catalogue and report to the Chief Building Official those structures which have been destroyed; received major damage; and received minor damage. The Chief Building Official will then inspect the damaged structures and place each structure in one of the damaged categories. The assessment will also serve as a basis for determining if a disaster declaration is warranted.~~
- ~~(b) *Village build back policy.* Structures which have been damaged by fire or other natural forces to the extent that the cost of their reconstruction or repair exceeds 50 percent may be reconstructed at (but not to exceed) the legally documented actual use, density, and intensity existing at the time of destruction, thereby allowing those structures to be rebuilt or replaced to the size, style, and type of their original construction, including original square footage; provided, however, that the affected structure, as rebuilt or replaced, complies with all federal and state regulations, local building and life safety regulations, and other local regulations, which do not preclude reconstruction otherwise intended by this policy. In accordance with this policy, this article provides:~~
 - ~~(1) Structures damaged up to and including 50 percent may be rebuilt to their original conditions, with repair work subject to current building and life safety codes, except that structures damaged by floodwaters in a disaster by more than 25 percent which have recorded one or more National Flood Insurance losses of \$1,000.00 or more since 1978, must be brought into compliance with current regulatory standards for new construction.~~
 - ~~(2) Structures damaged more than 50 percent may be rebuilt to their original square footage and density, provided they comply with:~~
 - ~~a. Federal requirements for evaluation above the 100 year flood level;~~

- b. Building code requirements for floodproofing;
 - c. Repair work meets current building and life safety codes;
 - d. Coastal construction control lines regulations (if applicable);
 - e. Disability access regulations; and
 - f. Any required zoning and other development regulations (other than density or intensity), unless compliance with those regulations would preclude reconstruction otherwise intended by the build back policy as may be determined by the Emergency Review Board set forth below.
- (3) To minimize the need for individual variances or compliance determinations before reconstruction or redevelopment of structures damaged more than 50 percent, and in order to expedite the processing of the large number of anticipated applications for reconstruction, the development regulations affecting setback, parking, buffering and open space in any area declared a disaster may be modified by majority action of the Emergency Review Board as set forth below. Additionally, the listed development regulations will be evaluated for their applicability to allow reconstruction or redevelopment that will most closely comply with current regulations. These regulations will be prioritized as to their relative importance based upon, among other factors, the sites' use, location, size, and the condition of any remaining pre-existing structures. More specific guidelines will be established by administrative code.
- a. For single family, two family and duplexes and their accessory structures, the Emergency Review Board is authorized to apply and modify development regulations for lot area and dimension, setbacks, lot coverage, height, handicapped access and open space.
 - b. For multiple family, commercial and industrial buildings, the Emergency Review Board is authorized to modify development regulations for lot area and dimensions, setbacks, lot coverage, height, handicapped access, buffering, open space, loading space and parking.
 - c. Any modifications granted will be the minimum necessary. No modifications will be granted that will totally eliminate buffering or open space, or that will allow buildings to exceed the special height limitations specified in the Land Development Code.
 - d. The Emergency Review Board is specifically authorized to modify street, rear side or waterbody setback requirements under the following circumstances:
 - 1. Street, rear, side, or waterbody setbacks may be modified to permit the reconstruction of, or additions to, pre-existing structures that are nonconforming with regard to a specific setback as long as prior to approving any modification of street or street easement setbacks, a determination will be made through consultation with the Community Development Department regarding future road widening requirements.
 - 2. The reconstruction will not result in a further diminution of the setback; however, the Emergency Review Board may approve bay windows,

~~chimneys and similar architectural features that encroach further into a setback, provided the encroachment does not protrude beyond the pre-existing overhang of the building; and~~

~~3. Setbacks may be modified to allow the replacement of stairs or decking that will provide access into a reconstructed dwelling unit.~~

~~e. The Emergency Review Board is specifically authorized to modify the parking requirements under the following circumstances:~~

~~1. To improve ingress and egress to the site.~~

~~2. To eliminate or reduce the instances where parked vehicles were required to back out onto thoroughfares to gain access to the roadway system.~~

~~3. To provide on-site handicapped parking.~~

~~f. The Emergency Review Board is specifically authorized to modify buffering requirements to accommodate modifications to parking or additional proposed parking.~~

~~g. The Emergency Review Board may also consider other modifications, conditions or variances necessary to reconstruct a pre-existing structure in a timely and expeditious manner, including requests for reconstruction not specifically set forth above.~~

~~h. The Emergency Review Board may require documentation as to the actual uses, densities and intensities in existence at the time of earlier construction through such means as photographs, diagrams, plans, affidavits, permits, etc., before authorizing modifications to the requirements referenced above.~~

~~(4) No provision is made to redevelop property containing damaged structures for a more intense use or at a density higher than which existed prior to a major or catastrophic disaster. No redevelopment at a higher density or more intense use will be permitted unless appropriate zoning, development review, building permit and other applicable land development approvals are granted.~~

~~(c) Moratoria. The following moratoria will apply for the purpose of prioritizing repair and reconstruction immediately needed for public health, safety and welfare purposes:~~

~~(1) Initial building moratorium.~~

~~a. Effective date. An initial building moratorium will become effective when one or more of the following actions or findings occur:~~

~~1. The Governor of the State or the President of the United States declares the Village a disaster area.~~

~~2. The Chief Building Official determines that 100 or more structures have received major damage or have been destroyed.~~

~~3. Upon a finding by the Village Council of the existence of a state of local emergency in accordance with F.S. ch. 252.~~

4. ~~The Village is unable to maintain acceptable levels of public service expected during non-emergency situations.~~
- b. ~~General duration.~~ The initial building moratorium will remain in effect for up to 72 hours. No building permits may be issued during this time period. After expiration of this initial building moratorium, the following moratoria will become immediately effective unless modified by the Board:
 1. ~~Destroyed structure moratorium.~~ No building permit may be issued within 30 days following the expiration of the initial building moratorium for the replacement of any structure which has been destroyed.
 2. ~~Major damaged structure moratorium.~~ No building permit for repairs of a major damaged structure may be issued for at least ten days following the expiration of the initial building moratorium.
 3. ~~Minor damaged structure moratorium.~~ No building permits for the repair of minor damaged structures may be issued for at least four days following the expiration of the initial building moratorium.
 4. ~~No development moratorium.~~ No building permit for new construction or reconstruction unrelated to rebuilding or repairing disaster-damaged structures may be issued for at least 30 days following the expiration of the initial building moratorium in order to allow an examination of existing building and life safety codes. The Disaster Advisory Committee or post-disaster recovery task force will determine and advise whether a new development moratorium is necessary, based upon the results of damage assessment and recommendations from the Chief Building Official and the recovery task force.
5. ~~Outstanding building permit inspection moratorium.~~
 - (i) ~~With the exception of inspections for certificates of occupancy, inspections for all building permits issued prior to the disaster will be suspended for a minimum period of 30 days following the expiration of the initial building moratorium, unless the Chief Building Official determines on an area-wide or case-by-case basis that sufficient inspection staff will be available to inspect the structures. Suspension of inspections of building permits process means that, except as allowed by the Chief Building Official, no building permit inspections by the Community Development Department will be performed during the moratorium period, and that no further building permit work is authorized beyond the point at which any inspection is otherwise required.~~
 - (ii) ~~The Village may re-inspect all building permit work in place prior to the disaster to verify that the work was not damaged during the disaster. If the Village determines the building permit work was damaged during the disaster or suspects damage occurred, the developer will be responsible for rework, removal, retesting, and~~

~~uncovering work to facilitate inspection to ensure compliance with the building permit documents and the building code.~~

- ~~(iii) Scheduled inspections and requests for building permit inspections suspended under this section will be adjusted to reflect the 30-day moratorium.~~

~~6.—Outstanding development order moratorium.~~

- ~~(i) All applications for development orders, inspections of development order work, and all development orders issued prior to a major or catastrophic disaster will be suspended for a minimum period of 30 days following the expiration of the initial building moratorium. Suspension of outstanding development order process means that no development order work is authorized beyond the point at which a development order inspection is required and that no development order inspections will be performed by the Community Development Department during this moratorium except as may be authorized by the Community Development Director on an area-wide or case-by-case basis.~~
 - ~~(ii) The Village may re-inspect all development order work in place prior to the disaster to verify that the work was not damaged during the disaster. If the Village determines that such work was damaged during the disaster or suspects that damage occurred, the developer will be responsible for rework, removal, retesting, and uncovering work to facilitate inspection to ensure compliance with the development order documents and the Land Development Code.~~
 - ~~(iii) All applications for development orders, inspections required for approval of development orders, and development orders that would otherwise expire, are suspended under this section and their corresponding dates will be adjusted to account for the effect of this moratorium period.~~
- ~~7.—Moratorium on review of site plans, zoning requests and subdivision plats.~~
- ~~(i) Site plans, zoning requests and subdivision plats submitted to the Village prior to the disaster will not be reviewed by the Village staff or considered by the Village Council for a period of 30 days following the expiration of the initial building moratorium.~~
 - ~~(ii) No new site plans, zoning requests or subdivision plats will be accepted by the Village for a period of 30 days following the expiration on the initial building moratorium.~~
 - ~~(iii) All submittal dates and review periods will be adjusted to reflect the 30-day moratorium.~~
 - ~~(iv) Notwithstanding these restrictions, the director of community development may authorize review otherwise precluded by this moratorium, on a case-by-case basis.~~

~~(2) *Duration of other moratoria.* All moratoria other than the initial building moratorium will be in effect for the duration described above and may be repealed or extended upon resolution by the Village Council.~~

~~(d) *Emergency repairs.*~~

~~(1) No construction or reconstruction activity may be undertaken without a building permit while a building moratorium is in effect. Emergency repairs necessary to prevent injury, loss of life, imminent collapse or additional damage to the structure or its contents will be submitted to temporary moratoria. Examples of activities considered acceptable emergency repairs include the following:~~

~~a. Temporary roof repairs with plywood or plastic sheeting to make structures habitable or to prevent continuing damage due to rain and wind to building interiors and exteriors.~~

~~b. Covering exterior wall openings with plywood or plastic sheeting.~~

~~c. Repairs to interior ceilings to make buildings habitable or to drain accumulated water.~~

~~d. Repairs to steps.~~

~~e. Temporary shoring measures to avoid imminent building or structure collapse.~~

~~(2) Emergency repairs to buildings or infrastructure that house the following organizations or activities will not be subject to temporary moratoria because of their necessity to protect the public health and safety: electrical power, potable water, wastewater, power and communications facilities; emergency stabilization of roadways; police, fire and medical facilities; essential governmental facilities; response/recovery centers and distribution centers; debris removal; and stabilization or removal of structures about to collapse.~~

~~(3) Nothing in this article will be construed to exempt development from compliance with State and Federal permit regulations.~~

~~(e) *Emergency permitting system.* An emergency permitting system has been established by administrative code to ensure the quality of rebuilt or reconstructed buildings or structures, to implement the provisions of the Village's build-back policy and to expedite the permit process for the placement of travel trailers. The provisions contained in the administrative code will take effect when a disaster designated as major or catastrophic has affected the Village, or when the Village Council requests the Governor to declare the Village a disaster area.~~

~~Sec. 10-54. Economic redevelopment policies.~~

~~(a) The following general policies will guide the use of resources employed toward rebuilding the community's economic base:~~

~~(1) Re-establish the tourist industry.~~

~~(2) Re-establish banking and financial institutions.~~

~~(3) Reopen the business community.~~

~~(4) Restore agriculture and industry.~~

- ~~(b) Damaged businesses and other economic enterprises necessary for the public health and safety and for restoring the community's economic base may use temporary structures (such as modular buildings, mobile homes or similar type structures) to carry out their activities until their damaged structure is rebuilt or replaced according to applicable development and redevelopment regulations.~~

~~Sec. 10-55. Authority.~~

~~Nothing in this article limits the authority of the Village Council to declare, repeal or extend a state of local emergency.~~

~~Sec. 10-56. Penalties.~~

- ~~(a) Any person, firm, company or corporation who fails to comply with this article or the emergency measures made effective pursuant to this article, is guilty of an offense.~~
- ~~(b) In addition, any construction licensee of the County or the State who violates any provision of this article, or the emergency measures which are effective as a result of this article, may be charged with a violation and the matter will be heard before the appropriate County Board, in a state administrative proceeding or a court of 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 2nd day of April, 2025.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 16th day of April, 2025.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Joanne Ribble, Mayor

By: _____
Carol Sacco, Village Clerk

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 16, 2025

Agenda Item:

Substantial Damage Administrative Procedures Plan (SDAP)

Description:

FEMA required the Village to prepare a Substantial Damage Administrative Procedures Plan along with other items included in their July 19, 2024 letter to the Village.

FEMA informed the Village that the SDAP had to be complete by November 18, 2024. Due to the complexity, short timeframe, and limited staff, the Village hired Hagerty Consulting to assist in preparing the Plan. The SDAP was completed and sent to FEMA by the due date. Hagerty continued to work with staff after this deadline to enhance the Plan by adding training modules and a “1206 Plan” which relates to activities eligible for reimbursement in accordance with the Disaster Recovery Reform Act of 2018.

Staff is presenting the revised Plan to Council because we intend to reference it in our CRS recertification documentation that is due by May 1st to the Insurance Services Office. The procedures will be used by staff for annual training and in the event of another hurricane or natural disaster.

Financial Impact:

The Village hired Hagerty Consulting to prepare this Plan along with a “Section 1206 Protocol”. The amount was already included in the FY 2024-2025 budget.

Prepared by: Mary Gibbs

Attachments:

1. PowerPoint Presentation

Substantial Damage Administrative Procedures Plan (SDAP)

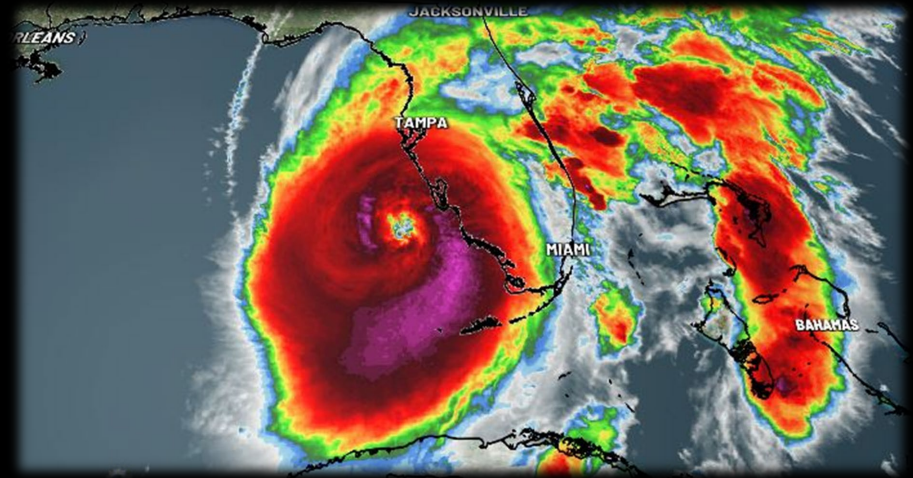


Village Of Estero, Florida
Council Meeting
April 16, 2025

SDAP Purpose



- ➔ Captures all of the Village's Substantial Improvement/ Substantial Damage processes and procedures in one document
- ➔ Improves disaster management, response, and recovery
- ➔ Ensures that the Village is FEMA compliant during rebuilding



SDAP Content



1. Consistent damage assessment processes
2. Permit review and issuance
3. Building Code enforcement
4. Floodplain management
5. Establishes FEMA compliant procurement
6. Data collection for audit and reimbursement
7. Step-by step training for staff





Disaster Recovery

The SDAP is a crucial tool:

- ➡ Assisting impacted residents' post-disaster
- ➡ Ensuring FEMA compliant practices
- ➡ Supporting Village reimbursement efforts



SDAP - Questions



Thank You

Village Staff

Mary Gibbs
Kristin Schumacher
Lisa Reitbauer
Robert Wiley
Matt Noble
Christopher Baker

Hagerty Consulting

